4-21-2017

SRBA Case No. 39576 Clerk's Record Dckt. 44944

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE SRBA, CASE NO. 39576 SUBCASE NO: 61-12301 Order of Partial Decree	)	
RICKEY C. HOLDEN and KIMBERLY M. HOLDEN,	)	
Appellants,	)	**Supreme Court No. 44944-2017**
v.	)	
JACKIE WEECE and TERESA WEECE ,	)	
Claimants-Respondents.	)	

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls

Honorable Eric J. Wildman, Presiding Judge
Snake River Basin Adjudication District Court

APPEARANCES

Thomas J. Katsilometes, Thomas J. Katsilometes PLLC, PO Box 777, Boise, ID 83701

Robert W. Ward, Ward Hall Friedly & Ward, 340 E. 2nd North, Mountain Home, ID 83647

SRBA
SUBCASE SUMMARY REPORT 61-12301

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SRBA SUBCASE SUMMARY REPORT HTML12
04-21-2017

SUBCASE: 61-12301 FILE#: 00626
CLAIMANT: WEECE, JACKIE
4210 SW AVIATION DR

MOUNTAIN HOME ID 83647
STATUS: APPEAL FILED SPECIAL MASTER: WILDMAN, ERIC J
WATER SOURCE: GROUND WATER
ISSUES: GENERAL PROVISION
0

****** PARTIES INVOLVED ******

JACKIE WEECE	C ATTY: ROBERT WARD
RICKY C & KIMBERLY M HOLDE	O ATTY: THOMAS J KATSILOMETES
JACKIE & TERESA WEECE	R ATTY: ROBERT WARD
TERESA WEECE	C ATTY: ROBERT WARD

****** ROA ENTRIES ******

03-12-2015	MOTION FOR DETERMINATION OF DEFERRED DE MINIMIS DOMESTIC OR STOCK WATER USE	MF 03-12-2015	
03-12-2015	ORIGINAL NOTICE OF CLAIM		
04-09-2015	AFFIDAVIT OF PUBLICATION		
04-09-2015	NOTICE SETTING HEARING ON MOTION TO FILE LATE NOTICE OF CLAIM	HV 07-21-2015	0130
04-13-2015	NOTICE OF EXAMINATION OF DEFERRED DE MINIMIS DOMESTIC AND/OR STORK WATER USE		
06-08-2015	NOTICE VACATING HEARING		
06-08-2015	DIRECTOR'S REPORT FILED		
06-08-2015	NOTICE OF FILING DIRECTOR'S REPORT OBJECTIONS DUE: 08/04/15 RESPONSES DUE: 10/05/15		
06-08-2015	HEARING ON UNCONTESTED CLAIM: 11/17/15	HV 11-17-2015	0130
06-22-2015	AFFIDAVIT OF SERVICE: DIRECTORS REPORT OF DEFERRED DE MININMUS DOMESTIC AND/OR STOCKWATER USE		
08-03-2015	OBJ 01 F/B HOLDEN, RICKY C & KIMBERLY M	RB 10-05-2015	0001
08-03-2015	SUPPLEMENTAL REASONS SUPPORTING OBJECTION		
09-30-2015	RESPONSE TO OBJ 0001 F/B WEECE, JACKIE & TERE		0001
10-05-2015	ORDER SETTING SCHEDULING CONFERENCE	SS 10-29-2015	1000
10-29-2015	HEARING HELD	HH 10-29-2015	1000
10-29-2015	MINUTES		
10-30-2015	TRIAL SCHEDULING ORDER	TV 06-07-2016	1000
	MANDATORY SETTLEMENT CONFERENCE (BOISE)	LS 11-18-2015	0200
	PRETRIAL CONFERENCE	PS 05-10-2016	1000

10-30-2015	NOTICE SETTING STATUS CONFERENCE	US 11-24-2015 1000
11-23-2015	SETTLEMENT CONFERENCE REPORT FILED	11-23-2015
11-24-2015	HEARING HELD	HH 11-24-2015 1000
11-24-2015	MINUTES	
04-21-2016	AFFIDAVIT OF SERVICE	
05-02-2016	NOTICE OF SERVICE	
05-10-2016	PRETRIAL CONFERENCE HELD	PH 05-10-2016 1000
05-10-2016	MOTION TO CONTINUE TRIAL (ORAL)	MG 05-10-2016
05-10-2016	BENCH ORDER GRANTING MOTION TO CONTINUE	
05-10-2016	MINUTES	
05-10-2016	ORDER SETTING HEARING	HS 05-25-2016 0130
	STATUS / SCHEDULING CONFERENCE	
05-25-2016	STATUS / SCHEDULING CONFERENCE HELD	HH 05-25-2016 0130
05-25-2016	MINUTES	
05-25-2016	AMENDED TRIAL SCHEDULING ORDER	TV 08-25-2016 1000
	PRETRIAL CONFERNECE SET	PS 07-27-2016 1000
07-27-2016	PRETRIAL CONFERENCE HELD	PH 07-27-2016 1000
07-27-2016	MINUTES - PRETRIAL CONFERENCE	
08-22-2016	NOTICE OF STIPULATION TO MOVE TRIAL DATE	
08-22-2016	ORDER VACATING TRIAL AND ORDER SETTING	ZZ 08-31-2016
	DEADLINE FOR STIPULATION	
08-29-2016	STIPULATION ON NEW TRIAL DATES	
08-29-2016	(FAX) STIPULATION ON NEW TRIAL DATES	
08-31-2016	NOTICE RESETTING TRIAL	TS 11-17-2016 1000
11-17-2016	TRIAL HELD	TH 11-17-2016 1000
11-17-2016	MINUTES - TRIAL	
12-16-2016	REPORT & RECOMMENDATION OF MASTER	CB 01-30-2017
12-16-2016	NOTICE OF ISSUANCE - MASTERS R&R	
12-16-2016	CERTIFICATE OF MAILING - MASTER R&R	
12-16-2016	MASTER WAS: 705 BOOTH, THEODORE R.	
02-07-2017	ORDER ON PARTIAL DECREE	
02-07-2017	CERTIFICATE OF MAILING - PARTIAL DECREE	
02-07-2017	PARTIAL DECREE FILED	02-07-2017
03-20-2017	NOTICE OF APPEAL	03-21-2017
04-19-2017	NOTICE OF LODGING (TRANSCRIPT)	

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcase** 61-12301 (Insert water right number)
Case No. 39576	)	**MOTION FOR DETERMINATION OF DEFERRED *DE MINIMIS* DOMESTIC OR STOCK WATER USE**

Please fill in the following information:

NAME AND ADDRESS OF WATER RIGHT CLAIMANT.

Name: Jackie and Teresa Weece
Address: 4210 SW Aviation Drive
Mountain Home, Idaho 83647

Daytime Phone: (208) 591-0576

Name & Address of Attorney, if any:
Robert Ward
340 East 2nd North
Mountain Home, Idaho 83647

I HAVE ATTACHED:

☒ A fully completed Notice of Claim (available from IDWR).

☒ A claim filing fee for a domestic and stock water use pursuant to I.C. § 42-1414. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of $ 25.00.

I HAVE READ AND REVIEWED THE FOLLOWING:

☒ The procedures governing the filing and prosecution of this Motion as set forth in the Court's *Order Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims*, entered in SRBA Case No. 39576 on June 28, 2012.

☒ The *Order Granting State of Idaho's Motion for Interim Order Implementing the Order Governing Procedures of Adjudication of Deferred De Minimis Domestic and Stock Water Claims*, entered in SRBA Case No. 39576 on December 18, 2013.

INSTRUCTIONS REGARDING THE HEARING ON THIS MOTION: A hearing on your Motion will be scheduled by the Court after you file an *Affidavit of Publication* in the above-captioned matter evidencing that you have caused to be published a notice of the pendency and purpose of your Motion once a week for not less than three (3) weeks in a newspaper of general circulation in the county in which the point of diversion is located or as otherwise required by this Court in accordance with paragraph B.1. of the *Order Governing Procedures I the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims.*

Signed: Jackie G. Weece Dated: March 10, 2015

CERTIFICATE FO MAILING

I certify that on March 11, 2015 I mailed original and copies of this form, including all attachments, via certified mail and addressed as follows to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Ave. North
P.O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

Director of IDWR
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div.
550 W Fort Street, MSC 033
Boise, ID 83724

U.S. Attorney's Office
800 Park Blvd., Ste. 600
Boise, ID 83712

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010

U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Signature of person or attorney mailing the form

SRBA Form No. 42-1409-2 (Internet 1/09)

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
MAR 1 2 2015
By _____ Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 61-12301
Date Received: _____
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s) Jackie and Teresa Weece Phone (208) 591-0576

   Mailing Address 4210 SW Aviation Drive (Street or Box) Mtn Home (City) ID (State) Zip 83,647

2. Date of Priority: (Only one per claim) 02/09/2000 (Month/Day/Year (YYYY))

3. Source of water supply (Check one) Ground Water [✓] or Other [ ] (a) _____

   which is tributary to (b) _____

4. Location of Point of Diversion is: Township 3S, Range 6E, Section 33,

   SE 1/4 of NE 1/4, or Govt. Lot _____ BM., County of Elmore;

   Parcel (PIN) no. RP 000040010170A

   Additional points of diversion if any: _____

   If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
   8" well with 5hp pump at depth of 550'

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

   For Domestic purposes from 1/1 (Month/Day) to 12/31 (Month/Day) amount 0.04 cfs [✓] or AFY [ ]

   For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.04 cfs [✓] or AFY [ ]

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership; Stockwater and Number of livestock) domestic, 1 household

9. Location of Place of Use is: Township 3S, Range 6E, Section 33,

SE 1/4 of NE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. RP 00004001016AA
If different than shown in Item 4

for (Check One) **Domestic** (✓) **Stock** ( ) **Domestic and Stock** ( )

Additional places of use, if any _____

10. In which county (ies) are lands listed above as place of use located? Elmore

11. Do you own the property listed above as place of use? Yes (✓) No ( )
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

None (✓) _____

13. Remarks:
See Attachment and Joint Well Use Agreement

14. Basis of Claim (Check One) Beneficial Use (✓) Posted Notice ( ) License ( ) Permit ( ) Decree ( )

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ___ wish to receive do not _✓_ and pay a small annual fee for monthly copies of the docket sheet

Number of attachments: 1

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Jackie H. Weece Date: 3/10/2015

Teresa D. Weece Date: 3-10-2015

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____,
Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
Title Organization

And that the statements contained in the forgoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:
Notice is hereby given that I, Robert Ward, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Robert Ward Date 3/10/15

Address Hall, Friedly & Ward 340 East 2nd North, Mountain Home, ID 83647

Last Name Weece Identification No. _____

ATTACHMENT

Requested use is for 1/2 acre of lawn and one house owned by Jackie and Teresa Weece located on the East ½ of Lot 16, Block 1, Airport Subdivision. The well is located on Lot 17, Block 1, Airport Subdivision owned by Ricky Holden and is shared pursuant to a joint well use agreement which is enclosed.

Weece

Water Resources

JOINT WELL USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between
and Ricky C. Holden and Kimberly M. Holden, husband and wife

owners of tracts of land described as: the E1/2 of Lot 16, Block 1, Airport Subdivision

Central District Health

AND Loree M. Saunders

owners of tract of land described as:
The well is located in the E1/2 of Lot 17, Block 1, Airport Subdivision

At the present time a domestic well is located upon said tract as "Exhibit B" and it is the purpose of this agreement to provide for and the joint ownership, use and maintenance of said wells or any other wells which the parties hereto might hereafter decide to provide for joint use.

IT IS THEREFORE HEREBY AGREED between parties hereto as follows:

1. That each party hereto conveys to the other a sufficient interest so that each party shall own an interest in the wells, in the pumping equipment located therein or thereon, the well house and in the water produced by said wells, which said water shall be used for domestic purposes.

2. For the purpose of conveying water from either of said wells or any other wells hereafter provided, each party shall be solely responsible for the installation and maintenance of underground water lines from said wells to their respective property.

3. All expenses for electrical power and maintenance of the pump and motor in each wells, or for replacement of the same, shall be paid by the parties hereto in equal prorations, payable in monthly installments and within ten days from the due date for payment of such expenses. In addition each party (parties) name herein shall pay 25.00 per month to be deposited in a reserve account in such bank as the parties hereto shall select which funds shall shall be used for future replacement or repair of pumping equipment, and deposited in the name of the "owners of Exhibit B" and funds may be withdrawn from said fund upon checks signed by any two members of the joint venture.

4. For the purpose of installing and maintaining underground waterlines from the wells to the respective residence of each party, each party gives to the other an easement over their respective tracts, which easement shall be 10 feet wide and the centerline of said easement shall be the underground line first installed for the purpose of conveying water from said wells to the respective tract owned by each party to this agreement.

5. Water shall be used for domestic purposes only, and to irrigate any yard (with shallow well only) and each party shall use said water in an economical manner and shall not waste the same. For a charge of $25.00 monthly)

6. Controlling interest shall stay with the owners of "Exhibit B" (wells location), Each of the parties hereto shall have an equal say in any decisions concerning the maintenance, operation, repair and replacement or additions to the well or wells, pumps, or motors, pump houses, if any, and other equipment. In the event of disagreement, the decision of the majority shall prevail.

7. If any party fails or refuses to pay their share of electrical and maintenance expenses or fails to pay the monthly charge for the reserve account or otherwise fails to comply with the terms of this agreement, then the other parties shall have the right to disconnect the nonpaying or noncomplying parties' water service, after first giving such party 30 days advance notice in writing, and the defaulting parties' connection to said water system shall not be reconnected until all delinquent payments have been made, including payment for the expense, if any, of disconnecting and reconnecting the water hookup, and reasonable attorney's fees, if any are incurred.

Weece

8. The right of each party to the ownership of the wells, pump, motor and other equipment and to the water produced by said wells shall be appurtenant to the real property owned by each respective party and the covenants and agreements herein contained shall run with the land and shall extend to and be binding upon the heirs, personal representatives and assigns of the respective parties hereto. In the event any of the parties hereto shall hereafter sell their residence which is receiving water under the provisions of this agreement, then such parties shall have the right to assign and transfer the buyer all of their rights under this agreement, insofar as the buyer of the same shall be subject to all of the duties and obligations of the seller as set forth under the provisions of this agreement.

9. The provisions of this agreement shall be binding upon inure to the benefits of the heirs, personal representatives and assigns of each respective party hereto.

DATED THIS 10th DAY OF May 2001

Loree M. Saunders

Ricky C. Holden

Kimberly M. Holden

STATE OF IDAHO

County of

On this day personally appeared before me the undersigned, a Notary Public in and for State, personally appeared Loree M Saunders, Ricky C Holden and Kimberly M Holden known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: Judith M Allred

Name: JUDITH M ALLRED

Residing: MTN HOME

Commission Expires: 05-22-06

JUDITH M. ALLRED NOTARY PUBLIC STATE OF IDAHO

328478

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.
Time 11:00 AM
Date May 10 2001
GAIL L. WEST, Recorder
By Helen M. Lyc
Fee 6.00 Deputy

Weece

AFFIDAVIT OF PUBLICATION

County of Elmore
State of Idaho } ss.

I, **Brenda M. Fincher**, do solemnly swear that I am the Publisher of the:

Mountain Home News

A weekly newspaper of general circulation, published once a week, in Mountain Home, Idaho, that the notice attached hereto which is a part of publication thereof; was published in said newspaper for 3 consecutive weeks, the first publication having been made on the 18th day of March, 2015, and the last publication having been made on the 1st day of April, 2015; every Wednesday issue of the paper during the period and time of publication and that the notice was published in the paper proper and not in a supplement thereof.

And I further swear that the said Mountain Home News has been continuously and uninterruptedly published in said Elmore County during the period of 78 consecutive weeks prior to the first publication of the attached notice.

Brenda M Fincher
Publisher

Subscribed and sworn to me this 2nd day of April 2015.

Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **11-17-2017**.

STACY SWENSON NOTARY PUBLIC STATE OF IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

NOTICE OF CLAIM OF WATER RIGHT

In Re SRBA
Case No. 39576
Subcase # 61-12301

NOTICE IS HEREBY GIVEN to all persons who are interested in or who claim an interest in the above mentioned matter that on March 11, 2015, JACKIE AND TERESA WEECE have filed herein a Notice of Claim and Motion for Determination of Deferred De Minimis Domestic or Stock Water Use on the property located at 4210 SW Aviation Drive, Mountain Home, Idaho 83647.

Any objection against the proposed claim must be filed with the Clerk of the District Court, Snake River Basic Adjudication, 253 3rd Avenue North, P.O. Box 2707, Twin Falls, Idaho 83303-2707 pursuant to the Court's Order Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims, entered in SBRA Case No 39576 on June 12, 2012.

DATED this 12 of March, 2015.
HALL, FRIEDLY & WARD
ROBERT WARD
Attorneys for Claimant
340 East 2nd North
Mountain Home, Idaho 83647
Telephone: (208) 587-4412
Facsimile: (208) 587-3144
Idaho State Bar No. 4442
One Publication: March 18, 2015
Last Publication: April 1, 2015

DISTRICT COURT SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
APR - 9 2015
By _____ Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA Case No. 39576	))))))	**Water Right Claim: 61-12301** **NOTICE OF EXAMINATION OF DEFERRED *DE MINIMIS* DOMESTIC AND/OR STOCK WATER USE**

A *Motion for Determination of Deferred De Minimis Domestic or Stock Water Use* (Motion) was filed with the district court on March 12, 2105 for water right claim 61-12301. Upon claimant notification to the district court of publication of the Motion, the Director of the Idaho Department of Water Resources (IDWR):

☒ Will conduct an examination of the claim and file a report with the district court no later than 60 days past the date of filing notice of publication. The Director estimates the costs for examination of the claim and preparation of the report to be **$100.00**.

☐ Will commence an examination of the water system pursuant to Idaho Code § 42-1410 (2003) and file a report on its findings with the district court on or by _____. The Director estimates the costs for examination of the water system and preparation of the report to be _____

Pursuant to the *Order Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims* issued on June 28, 2012 in the Snake River Basin Adjudication (SRBA) main case no. 39576, the claimant shall forward the amount of costs estimated above, $100.00, to the Director. IDWR has served a copy of this *Notice of Examination of Deferred De Minimis Domestic and/or Stock Water Use* on the claimant(s) as notification that the charges are now due. The claimant should remit payment to: IDWR, P.O. Box 83720, Boise, Idaho 83720-0098.

DATED: April 10, 2015

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 10, 2015, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	___ overnight mail
Snake River Basin Adjudication	XX regular mail
P.O. Box 2707	___ hand-delivered
Twin Falls, ID 83303-2707	___ facsimile

2. Copies to claimant:

Jackie Weece	___ overnight mail
Teresa Weece	XX regular mail
Represented by:	___ hand delivered
Robert Ward	___ facsimile
340 E 2nd North	
Mountain Home, ID 83647	

Jori Harris
Signature of person mailing this document

DIRECTOR'S REPORT OF DEFERRED DE MINIMIS DOMESTIC AND/OR STOCK WATER USE

Claim No. 61-12301

In Re SRBA
. Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Director
Carter Fritschle, Manager, Adjudication Section

June 4, 2015

DESCRIPTIVE SUMMARY

This is a Director's Report of Deferred De Minimis Domestic and/or Stock Water Use submitted by the Director of the Idaho Department of Water Resources (IDWR).

INTRODUCTION

A Motion for Determination of Deferred De Minimis Domestic and/or Stock Water Use (Motion), as well as a Notice of Claim to Water Right, was submitted to the Court on March 12, 2015, under water right claim no. 61-12301. The claimants, Jackie Weece and Teresa Weece, published notice of the Motion, and the Director has now completed his examination of the water right claim. The examination was conducted by Carter Fritschle, Manager, Adjudication Section on behalf of the Director. The materials used in and results of the examination of the elements of water right claim 61-12301 are discussed below.

DISCUSSION

Priority Date – The joint well use and maintenance agreement between Loree Saunders (prior owner of the claimed place of use) and Ricky and Kimberly Holden was dated May 10, 2001. The well driller's report for the claimed point of diversion lists Rick Holden as the well owner with a September 20, 1999, completion date. The claimed priority date of February 9, 2000, appears to be taken from a Central District Health application for a subsurface sewage disposal system, but the application does not confirm water was being beneficially used on Lot 16, Block 1, Airport Subdivision as of that date. A Central District Health Mortgage Survey Report for Sewage and Water Systems that was authorized on May 13, 2005, indicates the sewage disposal system was inspected on March 13, 2000. Therefore, the date of the sewage disposal system inspection was used for the recommended priority date for this claim.

Point of Diversion – The point of diversion was located in IDWR's Wells spatial data layer. The point of diversion was confirmed to be in T03S, R06E, S33, SENE. IDWR's Point of Diversion spatial data layer for the recommendation was updated to match the location shown for the well. Another water right that utilizes the same point of diversion was found. It is licensed water right 61-7751 in the name of Rick and Kimberly Holden.

Source – The source for water diverted from a well is ground water.

Place of Use – A 2004 aerial photo confirms a structure is located on the East ½ of Lot 16, Block 1, Airport Subdivision. The Elmore County tax lot data indicate Jackie Weece is the owner the property where the structure is located. IDWR's Place of Use spatial data layer for the recommendation was updated to include the structure shown in the aerial photo. No overlapping water rights were found for this place of use.

Purpose of Use and Period of Use – The joint well use and maintenance agreement states the water shall be used for domestic purposes only. Claims for domestic purposes are recommended for year round use if year round use was claimed.

Quantity – The well driller's report shows the well produced 15 gallons per minute during a 2 hour pump test. The amount claimed is 0.04 cfs (18 gallons per minute). The in-office review/examination for licensing 61-7751 includes a theoretical calculated capacity for the system of 0.06 cfs based on the lift in feet from the well driller's report, and the horsepower of the pump. Therefore, this claim can be recommended for the 0.04 cfs claimed with a combined diversion rate limit with 61-7751 of 0.06 cfs.

IDWR has added the appropriate standard conditions to the recommendation, and IDWR's Claim Verification Report has been completed.

Pursuant to Judge Wildman's *Order Granting Motion Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims,* dated June 28 2012, the Director submits this Director's Report of Deferred De Minimis Domestic Water Use, Claim No. 61-12301, which includes the recommendation of deferred de minimis water right no. 61-12301.

Respectfully submitted this 4th day of June, 2015.

CARTER FRITSCHLE
Manager, Adjudication Section

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-12301

NAME AND ADDRESS: TERESA WEECE
4210 SW AVIATION DR
MOUNTAIN HOME ID 83647

JACKIE WEECE
4210 SW AVIATION DR
MOUNTAIN HOME ID 83647

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.040 CFS

Right Nos. 61-7751 and 61-12301 are limited to a total combined diversion rate of 0.06 cfs.

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/13/2000

POINT OF DIVERSION: T03S R06E S33 SENE Within ELMORE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DOMESTIC	01/01 12/31	0.040 CFS

Domestic use is for 1 home.

PLACE OF USE: DOMESTIC in ELMORE County

T03S R06E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right No. 61-7751 is also diverted through point of diversion described above.

Property is also known as East 1/2 Lot 16, Block 1, Airport Subdivision.

Parcel No. RP00004001016A

CERTIFICATE OF SERVICE

I certify that on June 4, 2015, I caused to be served a true and correct copy of this Director's Report of Deferred De Minimis Domestic and/or Stock Water Use, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication 253 Third Avenue North P.O. Box 2707 Twin Falls, ID 83303-2707	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail

2. Copies to:

Chief, Natural Resources Div. Office of the Attorney General P.O. Box 83720 Boise, ID 83720-0010	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail
United States Department of Justice Environment & Natural Resources Div. 550 W. Fort Street MSC 033 Boise, ID 83724	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail
Elmore County Courthouse 150 South 4th East Suite 5 Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
Robert Ward 340 East 2nd North Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
Jackie Weece Teresa Weece 4210 SW Aviation Drive Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
U.S. Attorney's Office 800 Park Blvd., Ste. 600 Boise, ID 83712	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail

U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

__Overnight Mail
_X_Regular Mail
__Hand-Delivered
__E-mail

Lori Harris
Signature of person delivering form

NOTICE OF FILING DIRECTOR'S REPORT OF DEFERRED DE MINIMIS DOMESTIC AND/OR STOCK WATER USE CLAIM NUMBER 61-12301

The Director of the Idaho Department of Water Resources (IDWR) has filed with the Snake River Basin Adjudication (SRBA) District Court the Director's Report for Deferred De Minimis Domestic and/or Stock Water Use Claim No. 61-12301 (DR). This DR contains the Director's recommendation to the SRBA Court as to how your de minimis domestic water right, claimed under state law, should be decreed in the SRBA if allowed by the District Court.

Why am I getting this mailing?

You have received this mailing because you filed a Motion for Determination of Deferred De Minimis Domestic and/or Stock Water Use with an accompanying Notice of Claim to Water Right in the SRBA. The Director has completed the examination of your claim and has filed his report and recommendation of your claim with the Court. This mailing contains only the Director's recommendation to the SRBA Court of your claim. This mailing **does not** contain the Director's recommendations of any claims other than your own. A complete copy of this DR is also available at the SRBA courthouse in Twin Falls and at the locations listed at the end of this notice. Copies of the DR can be made but you may be charged for copying and mailing. The DR can also be accessed through the SRBA Court's internet web site at http://www.srba.idaho.gov or IDWR's web site at http://www.idwr.idaho.gov. A map of reporting areas, as well as other information pertaining to the SRBA, can be accessed on IDWR's web site as well.

A Final Unified Decree was issued in the SRBA on August 26, 2014. Any future reporting of water rights, which were before the SRBA Court prior to the entry of the Final Unified Decree, or deferred de minimis domestic and/or stock water claims proceeding under the SRBA Court's *Order Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims* of June 28, 2012, will be through individual reports or reports on small groups of rights. You will not receive notice of these future reports as they are filed with the SRBA Court unless you have an ownership interest in the water right claim that is being reported. Therefore, if you are interested in the status of water rights belonging to other people that have not yet been recommended by IDWR, you should periodically review the Court's docket sheet or check the status of the water right on the Court's internet web page located at: http://www.srba.idaho.gov. Information about subscribing to the Court's docket sheet is provided on page three of this notice.

INSTRUCTIONS FOR REVIEWING YOUR OWN WATER RIGHT

The description of your right, which is enclosed in the DR, is only the Director's *recommendation* to the SRBA Court on your water right. The Court will decide how it will decree your water right. You are free to agree or disagree with the Director's recommendation. If you agree with the Director's recommendation you do not need to do anything, pending further notice as described below. If you disagree with the Director's recommendation, you need to file an objection as described below.

INSTRUCTIONS FOR TAKING A WATER RIGHT CLAIM TO COURT

What do I do if I disagree with the recommendation?

If you disagree with any element of the recommendation of the water right and want to be heard in court, file an objection with the SRBA Court. Objections must be made on the standard objection form ("Standard Form 1") available from any IDWR office or from the SRBA Court. You may also download a copy of the objection form from the SRBA web site at: http://www.srba.idaho.gov.

Your objection must be **received** by the SRBA Court on or before Tuesday, August 4, 2015. A copy of the objection must be mailed to the Director of IDWR. Should anyone else object to the recommendation of this right, the objector should mail a copy of their objection to the claimant of the right and to the Director of IDWR.

What do I do if someone else objects to my water right recommendation?

If someone files an objection to your water right, you may file a response to that objection. Responses to objections must be made on the standard response form ("Standard Form 2") available from any IDWR office or from the SRBA Court. You may also download a copy of the response form from the SRBA web site at: http:// www.srba.idaho.gov.

Your response must be **received** by the SRBA Court on or before Monday, October 5, 2015. A copy of the response must be mailed to the Director of IDWR and the objector to the water right.

What happens if there are no objections to my water right?

Should the deadline for filing objections and responses to your water right pass – with no objections or responses filed – the SRBA Court will hear the uncontested recommendation on **Tuesday, November 17, 2015, at 1:30 p.m. (Mountain Time)** at the SRBA courthouse. A partial decree will be issued following this hearing.

How will I know about the proceedings on my water right recommendation if objections are filed?

A notice will be mailed to you for court dates on your water right. Any other objectors or respondents to your water right will also receive notice of those court dates.

Additional information regarding water right claims can be found on the SRBA Court's web site at: http://www.srba.idaho.gov.

> ***Note:*** The SRBA Court publishes a monthly Docket Sheet listing all objections and responses filed, as well as when Director's Reports are filed. It does not list court dates for individual water right cases, but provides general information helpful to all participants in the SRBA.
>
> The Docket Sheet is available at your county courthouse and all IDWR offices, or you may subscribe by contacting the SRBA Court or IDWR. The annual subscription fee is $7.50. The Docket Sheet is also available on the SRBA web site at: http://www.srba.idaho.gov.

IMPORTANT INFORMATION REGARDING GENERAL PROVISIONS

General provisions are those parts of the SRBA Court's decree that apply to all the water rights in a basin, or to classes of similarly situated water rights within a basin. All general provisions recommended in the SRBA are now decreed. You may obtain a copy of the general provisions for your basin from the SRBA District Court in Twin Falls or at the courthouse location nearest to your basin. You may be charged for copying and mailing. You may also view the general provisions for every basin within the SRBA by going to IDWR's website at: http://www.idwr.idaho.gov.

CHANGES OF ADDRESS OR OWNERSHIP DURING THE SRBA COURT CASE

You must contact your regional IDWR office with your address change or if the ownership of your water right changes. Failure to notify IDWR may result in the loss of your water rights.

ADDITIONAL INFORMATION

If you have questions about the SRBA, public information brochures are available at any IDWR office. Maps and aerial photography of this reporting area, as well as assistance in using the maps and the photography, are available at the IDWR Regional office nearest to the location of your water right. You are also welcome to call IDWR at any of its offices or its adjudication hotline at 1-800-451-4129. You may contact the SRBA Court, or you may also want to consider contacting an attorney to assist you.

Snake River Basin Adjudication
District Court
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
(208) 736-3011
http://www.srba.idaho.gov

Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720-0098
(208) 287-4809
(800) 451-4129
http://www.idwr.idaho.gov

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190

Idaho Department of Water Resources
Northern Region
7600 N. Mineral Drive, Suite 100
Coeur d'Alene, Idaho 83815
(208) 762-2800

Idaho Department of Water Resources
Southern Region
650 Addison Avenue West, Suite 500
Twin Falls, Idaho 83301-3380
(208) 736-3033

Idaho Department of Water Resources
Eastern Region
900 North Skyline, Suite A
Idaho Falls, Idaho 83402
(208) 525-7161

Elmore County Courthouse
150 South 4th East
Suite 5
Mountain Home, ID 83647

DEFINITIONS OF THE ELEMENTS OF YOUR WATER RIGHT

RIGHT NUMBER: Your water right is identified by a number assigned by IDWR. The first two digits identify IDWR's administrative basin number; for example, 29, 43, or 72.

NAME AND ADDRESS: Your name and address should appear here. IDWR will use the most recent name and address in its records for the water right.

SOURCE: The name and/or type of the source where you divert your water. For example: *"ground water," "unnamed spring,"* or *"Common Creek."*

QUANTITY: The amount of water recommended in either cubic feet per second (cfs) and/or the volume of water in acre feet per year (AFY).

PRIORITY DATE: The date used to determine the priority of your right in relation to other rights using water from the same source.

POINT OF DIVERSION: The legal location where you divert water from its source; generally described as 1/4 1/4 sections down to a 40-acre tract, or smaller. Other legal descriptions that might be used are government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys, or other survey information.

PURPOSE OF USE: The general category of the type of use you can make of your water. Typical purposes of use include irrigation, domestic, or stock watering.

PERIOD OF USE: The period of time during the year when you can use the water for your right.

PLACE OF USE: The legal location where you use your water right; generally described as 1/4 1/4 sections down to a 40-acre tract. Other legal descriptions that might be used are government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys, or other survey information.

PLACE OF USE FOR IRRIGATION PROJECTS: Pursuant to Idaho Code Sections 42-219(2) and 42-1411(2)(h). IDWR has included GIS mapping for describing the place of use (digital boundary) for water rights meeting certain criteria (i.e. irrigation projects). The **PLACE OF USE** for irrigation projects is reported in digital format and uses GIS technology to particularly identify and display a geographic area encompassing the place of use with the aid of a computer. The GIS data is stored in digital format and contained on a CD-ROM and is properly marked for identification with the water right number. The CD-ROM will be retained by the SRBA Court. IDWR also retains a duplicate of the original CD-ROM. The electronic data contained on the CD-ROM is available for public use and is also accessible through the IDWR internet website (**http://www.idwr.idaho.gov**). *Upon request, IDWR will provide a copy of the CD-ROM with the electronic data to claimants.*

BASIS OF CLAIM: The method that was used to establish your claim. Examples include prior decree, posted notice, beneficial use (historical) method, license, or permit.

IDWR does not investigate or make recommendations regarding federal law based claims.

LAWRENCE G. WASDEN
Attorney General
State of Idaho

CLIVE J. STRONG
Chief, Natural Resources Division

MEGHAN M. CARTER
Deputy Attorney General
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
Telephone: (208) 287-4810
Fax: (208) 287-6700
Idaho State Bar # 8863
Attorney for IDWR

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	
	)	AFFIDAVIT OF SERVICE:
Case No. 39576	)	DIRECTOR'S REPORT OF
	)	DEFERRED DE MINIMIS
	)	DOMESTIC AND/OR
	)	STOCK WATER USE
_____	)	CLAIM NO. 61-12301

STATE OF IDAHO)
) ss.
County of Ada)

I, Carter Fritschle, being first duly sworn on oath, depose and state as follows:

1. I am the Manager, Adjudication Section, for the Idaho Department of Water Resources (IDWR). I am authorized by the Director to make this affidavit pursuant to Idaho Code § 42-1701(3). I make this affidavit pursuant to the requirements

of Idaho Code § 42-1411(7). The following actions were taken under my direction by IDWR.

2. A Notice of Filing Director's Report of Deferred De Minimis Domestic and/or Stock Water Use, Claim Number 63-33964 (Notice), a copy of which is attached as Exhibit 1, was prepared by IDWR pursuant to Idaho Code § 42-1411(6) and orders of this Court. In this affidavit I will refer to this document as the "Notice."

4. The Notice and the Director's Report, which contained the individual recommendation for the claimants' water right, were served on the claimants, Jackie Weece and Teresa Weece, at 4210 SW Aviation Drive, Mountain Home, Idaho 83647 by deposit into the U.S. Mail before 5:00 p.m. on June 4, 2015.

5. The Notice and the Director's Report were mailed to the claimants' attorney, Robert Ward, 340 East 2nd North, Mountain Home, Idaho 83647 by deposit into the U.S. Mail before 5:00 p.m. on June 4, 2015.

6. The Notice and the Director's Report were mailed to the Office of the Attorney General for the State of Idaho, P.O. Box 83720, Boise, ID 83720-0010, by deposit into the U.S. mail before 5:00 p.m., on June 4, 2015.

7. The Notice and the Director's Report were mailed to the United States Attorney for the District of Idaho at the U.S. Attorney's Office, 800 Park Blvd., Ste. 600, Boise, ID 83712, by deposit into the U.S. mail before 5:00 p.m., on June 4, 2015.

8. The Notice and the Director's Report were mailed to the U.S. Department of Justice, Environment & Natural Resources Division, 550 West Fort Street, MSC Box 033, Boise, ID 83706, by deposit into the U.S. Mail before 5:00 p.m. on June 4, 2015.

9. The Notice and the Director's Report were mailed to the United States Attorney General at the U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001, by deposit into the U.S. mail before 5:00 p.m., on June 4, 2015.

10. The Notice and the Director's Report were mailed to the Elmore County Courthouse, 150 South 4th East, Suite 5, Mountain Home, Idaho 83647, by deposit into the U.S. Mail before 5:00 p.m., on June 4, 2015.

11. The Notice and the Director's Report were e-mailed to IDWR's Eastern, Western, Northern and Southern Regional Offices on June 4, 2015.

DATED this 19th day of June, 2015.

Carter Fritschle
Manager, Adjudication Section
Idaho Department of Water Resources

SUBSCRIBED AND SWORN before me this 19th day of June, 2015.

NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My commission expires: 12-12-2018

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of June, 2015, I served a true and correct copy of this affidavit of service by the following method to:

U.S. Department of Justice Environment and Nat'l Resources Division 550 West Fort Street Box 033 Boise, ID 83724	__Overnight Mail ✓Regular Mail __Hand-Delivered __Facsimile
Chief, Nat'l Resources Division Office of the Attorney General State of Idaho P.O. Box 83720 Boise, ID 83720-0010	__Overnight Mail ✓Regular Mail __Hand-Delivered __Facsimile

Lori Harris

Signature of person or attorney mailing the form

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**A. Subcase** 61-12301 (Insert water right number)
	)	
Case No. 39576	)	**STANDARD FORM 1 OBJECTION**
	)	
	)	

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Ricky C. Holden & Kimberly M. Holden

Address: c/o Brad Bowen, 6117 South 18th East, Mountain Home, Idaho 83647.

Daytime Phone: (208) 529-9377

Name & Address of Attorney, if any:
Thomas J. Katsilometes
P.O. Box 777
Boise, Idaho 83701

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Jackie Weece & Teresa Weece

Address: 4210 SW Aviation Dr.
Mountain Home, Idaho 83647

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
   Should be: _____

2. ☐ **Source**
   Should be: _____

3. ☐ **Quantity**
   Should be: _____

4. ☐ **Priority Date**
   Should be: _____

5. ☐ **Point of Diversion**
   Should be: _____

6. ☐ **Instream Flow Beginning and Ending Point**
   Should be: _____

7. ☐ **Purpose(s) of Use**
   Should be: _____

8. ☐ **Period of Year**
   Should be: _____

9. ☐ **Place of Use**
   Should be: _____

10. ☒ **I objection because**
    ☒ This water right Should not exist.

    ☐ This water right was not recommended, but Should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S): Please see attached "Supplemental Reasons Supporting Objections", incorporated herein by this reference.

F. **VERIFICATION** (must be completed)

State of Idaho)
)ss.
County of Ada)

Ricky C. Holden, duly sworn, upon oath, deposes and says:
(Name of Person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Thomas J. Katsilometes
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 7/30/15

Lorie S Meier

Notary Public for Idaho
Residing at: Boise
My Commission Expires: 2/4/2017

LORIE S. MEIER NOTARY PUBLIC STATE OF IDAHO

INSTRUCTIONS FOR MAILING

You must mail the Objection to the Clerk of the court. **FAX filings will not be accepted**. You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on July 30th, 2015, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

   Clerk of the District Court
   Snake River Basin Adjudication
   253 Third Avenue North
   PO Box 2707
   Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

   Name: Jackie & Teresa Weece/ C/o Robert Ward, Esq.
   Address: 340 East 2nd North
   Mountain Home, Idaho 83647

3. Copies to:

   IDWR Document Depository
   PO Box 83720
   Boise, ID 83720-0098

   United States Department of Justice
   Environment & Nat'l Resources Div
   550 W Fort Street, MSC 033
   Boise, ID 83724

   Chief, Natural Resources Division
   Office of the Attorney General
   State of Idaho
   PO Box 83720
   Boise, ID 83720-0010

Thomas J. Katsikomates
Signature of Objector or attorney
mailing on Objector's behalf

Thomas J. Katsilometes
Thomas J. Katsilometes, P.L.L.C.
100 N. Ninth St., Ste. 200
P.O. Box 777
Boise, ID 83701
Telephone: (208) 529-9377
Facsimile: (208) 726-6726
Idaho State Bar No. 4265
TJK@208Lawyers.com

Attorney for Objectors

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	A. Subcase No.: 61-12301
	)	
Case No. 39576	)	**SUPPLEMENTAL REASONS**
	)	**SUPPORTING OBJECTION**
	)	
	)	

COMES NOW Objectors Ricky C. Holden and Kimberly M. Holden, by and through their attorneys of record, Thomas J. Katsilometes of the firm Thomas J. Katsilometes, P.L.L.C., of Boise, Idaho, and hereby submits these Supplemental Reasons Supporting Objection as an attachment to the Standard Form 1 Objection filed concurrently herein.

Said Objection is supplemented at Paragraph "E", entitled "REASONS SUPPORTING OBJECTION(S)", with the following:

1) Claimants Jackie and Teresa Weece (Weeces) base their claim for adjudication on purported ownership in a well owned and controlled solely by the objectors Holdens. In their filing with this Court dated March 10, 2015, Weeces attached a "JOINT WELL USE AND MAINTENANCE AGREEMENT" dated May 10, 2001 by and between the Holdens and Loree M. Sanders. This agreement has no force nor effect based on the following –

    a. The Agreement contains erroneous descriptions of the subject properties and misidentifies ownership of those properties and as such, is *void ab initio*. See "JOINT WELL USE AND MAINTENANCE AGREEMENT" attached as Exhibit #1.

    b. At the time of its execution, the Agreement was intended merely as an accommodation by the Holdens for their friend, Loree Saunders, for the limited purpose of Saunders to be eligible for financing to purchase property from the Holdens and was not intended to convey any interest in land or an appurtenant water right.

    c. The Agreement lapsed under its own terms upon the foreclosure of the mortgage executed by Saunders for her property wherein Saunders successor-in-interest never obtained an assignment of the Agreement from Saunders in direct contravention of the Agreement. See Exhibit #1 at Paragraph #8.

d. The Agreement also lapsed under its own terms upon the foreclosure of the mortgage executed by Saunders for her property wherein Saunders successor-in-interest failed to make any payments in direct contravention of the Agreement. See Exhibit #1 at Paragraph #7.

2) The fact that no water right was ever appurtenant to the Weeces' property is evidenced in the Warranty Deed from Holdens to Saunders (Weeces' predecessor-in-interest) for the subject property. See "Warranty Deed" (Instrument #328476) attached as Exhibit #2.

3) The fact that no water right was ever appurtenant to the Weeces' property is further evidenced in the re-conveyance document from the assignee/successor of the mortgage interest of the Saunders property (Weeces' predecessor-in-interest) where no appurtenant water rights are mentioned in the re-conveyance language. See "Trustee's Deed" (Instrument #362156) attached as Exhibit #3.

4) The fact that no water right was ever appurtenant to the Weeces' property is further evidenced in the conveyance document from the prior owner to the Weeces where no appurtenant water rights are mentioned in the conveyance language. See "Corporation Warranty Deed" (Instrument #366484) attached as Exhibit #4.

5) Any use of the water by the Weeces from the well owned by the Holdens has been a temporary accommodation pending resolution of the change in permitting, claims, and adjudications by the Holdens with the Idaho Department of Water Resources.

DATED this 30th day of July 2015.

THOMAS J. KATSILOMETES, P.L.L.C.

Thomas J. Katsilometes

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of July, 2015, a true and correct copy of the above and foregoing document was served by:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication 253 Third Avenue North P.O. Box 2707 Twin Falls, ID 83303-2707	_XX_ US Mail _____ Facsimile *(208) 736-2121* _____ Overnight Mail
2. Copies to Claimants: Jackie & Teresa Weece c/o Robert Ward, Esq. Hall, Friedly, & Ward 340 East 2nd North Mountain Home, ID 83647	_XX_ US Mail _____ Facsimile *(208) 587-3144* _____ Overnight Mail
3. Copies to: IDWR Document Depository P.O. Box 83720 Boise, ID 83720-0098	_XX_ US Mail _____ Facsimile *(208) 287-6700* _____ Overnight Mail
United States Department of Justice Environment & Natural Resources Div. 550 W. Fort Street, MSC 033 Boise, ID 83724	_XX_ US Mail _____ Facsimile *(208) 334-1414* _____ Overnight Mail
Chief, Natural Resources Division Office of the Attorney General State of Idaho P.O. Box 83720 Boise, ID 83720-0010	_XX_ US Mail _____ Facsimile *(208) 854-8072* _____ Overnight Mail

Thomas J. Katsilometes

Thomas J. Katsilometes

Exhibit 1 – p. 1
SRBA 61-12301

Water Resources

JOINT WELL USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between
and Ricky C. Holden and Kimberly M. Holden, husband and wife

owners of tracts of land described as: the E1/2 of Lot 16, Block 1, Airport Subdivision

Central District Health

AND Loree M. Saunders

owners of tract of land described as:
The well is located in the E1/2 of Lot 17, Block 1, Airport Subdivision

At the present time a domestic well is located upon said tract as "Exhibit B" and it is the purpose of this agreement to provide for and the joint ownership, use and maintenance of said wells or any other wells which the parties hereto might hereafter decide to provide for joint use.

IT IS THEREFORE HEREBY AGREED between parties hereto as follows:

1. That each party hereto conveys to the other a sufficient interest so that each party shall own an interest in the wells, in the pumping equipment located therein or thereon, the well house and in the water produced by said wells, which said water shall be used for domestic purposes.

2. For the purpose of conveying water from either of said wells or any other wells hereafter provided, each party shall be solely responsible for the installation and maintenance of underground water lines from said wells to their respective property.

3. All expenses for electrical power and maintenance of the pump and motor in each wells, or for replacement of the same, shall be paid by the parties hereto in equal prorations, payable in monthly installments and within ten days from the due date for payment of such expenses. In addition each party (parties) name herein shall pay 25.00 per month to be deposited in a reserve account in such bank as the parties hereto shall select which funds shall shall be used for future replacement or repair of pumping equipment, and deposited in the name of the "owners of Exhibit B" and funds may be withdrawn from said fund upon checks signed by any two members of the joint venture.

4. For the purpose of installing and maintaining underground waterlines from the wells to the respective residence of each party, each party gives to the other an easement over their respective tracts, which easement shall be 10 feet wide and the centerline of said easement shall be the underground line first installed for the purpose of conveying water from said wells to the respective tract owned by each party to this agreement.

5. Water shall be used for domestic purposes only, and to irrigate any yard (with shallow well only) and each party shall use said water in an economical manner and shall not waste the same. For a charge of $25.00 monthly)

6. Controlling interest shall stay with the owners of "Exhibit B" (wells location), Each of the parties hereto shall have an equal say in any decisions concerning the maintenance, operation, repair and replacement or additions to the well or wells, pumps, or motors, pump houses, if any, and other equipment. In the event of disagreement, the decision of the majority shall prevail.

7. If any party fails or refuses to pay their share of electrical and maintenance expenses or fails to pay the monthly charge for the reserve account or otherwise fails to comply with the terms of this agreement, then the other parties shall have the right to disconnect the nonpaying or noncomplying parties' water service, after first giving such party 30 days advance notice in writing, and the defaulting parties' connection to said water system shall not be reconnected until all delinquent payments have been made, including payment for the expense, if any, of disconnecting and reconnecting the water hookup, and reasonable attorney's fees, if any are incurred.

Weece

8. The right of each party to the ownership of the wells, pump, motor and other equipment and to the water produced by said wells shall be appurtenant to the real property owned by each respective party and the covenants and agreements herein contained shall run with the land and shall extend to and be binding upon the heirs, personal representatives and assigns of the respective parties hereto. In the event any of the parties hereto shall hereafter sell their residence which is receiving water under the provisions of this agreement, then such parties shall have the right to assign and transfer the buyer all of their rights under this agreement, insofar as the buyer of the same shall be subject to all of the duties and obligations of the seller as set forth under the provisions of this agreement.

9. The provisions of this agreement shall be binding upon inure to the benefits of the heirs, personal representatives and assigns of each respective party hereto.

DATED THIS 10th DAY OF May 2001

Loree M. Saunders
Loree M. Saunders

Ricky C. Holden
Ricky C. Holden

Kimberly M. Holden
Kimberly M. Holden

STATE OF IDAHO

County of

On this day personally appeared before me the undersigned, a Notary Public in and for State, personally appeared Loree M. Saunders, Ricky C. Holden and Kimberly M. Holden known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: Judith M. Allred

Name: JUDITH M. ALLRED

Residing: MTN HOME

Commission Expires: 05-22-06

JUDITH M. ALLRED NOTARY PUBLIC STATE OF IDAHO

328478

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.
Time: 11:00 A.M.
Date: May 10 2001
GAIL L. WEST, Recorder
By: Helen M. Lyc
Fee: 6.00 Deputy

Weece

Exhibit 2
SRBA 61-12301

WARRANTY DEED

FOR VALUE RECEIVED
Ricky C. Holden and Kimberly M. Holden, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Loree M. Saunders, a single person

GRANTEE(S), whose current address is: 1085 South 36th West St. Mountain Home, Id 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

The East one half of Lot 16, Block 1, Airport Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: May 10, 2001

Ricky C. Holden

Kimberly M. Holden

STATE OF Idaho, County of Elmore, ss.

On this 10th day of May in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Ricky C. Holden and Kimberly M. Holden

known or identified to me to be the person s whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: Judith M Alred

Name: JUDITH M ALRED (type or print)

Residing at: Mountain Home

My commission expires: 05-22-06

JUDITH M. ALRED NOTARY PUBLIC STATE OF IDAHO

328476

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.
Time 4:30 P.M
Date May 10, 2001
GAIL L. BEST, Recorder
By Kathleen M. Lee Deputy
Fee $3.00

Exhibit 3
SRBA 61-12301

FA-12969

TRUSTEE'S DEED

First American Title Company of Idaho, Inc., an Idaho Corporation (herein called Trustee) as successor trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to **CHASE MANHATTAN MORTGAGE CORPORATION**, 3415 Vision Drive, Columbus, OH 43219-6009, (herein called Grantee) all of the real property situated in the County of Elmore, State of Idaho, described as follows:

The East One-Half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

This conveyance is made pursuant to the powers conferred upon Trustee by the deed of trust between **LOREE M SAUNDERS, a single woman**, as grantor for the benefit and security of **First Horizon Home Loan Corporation**, as beneficiary, recorded **May 10, 2001**, as Instrument No. **328477**, and assigned to **CHASE MANHATTAN MORTGAGE CORPORATION, successor by merger with Chase Mortgage Company**, as beneficiary by assignment recorded **May 31, 2002**, as Instrument No. **337062**, Mortgage Records of Elmore County, Idaho and after the fulfillment of the conditions specified in said deed of trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said deed of trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said deed of trust.

Notice of Default was recorded as Instrument No. **358891**, Mortgage Records of Elmore County, Idaho and in the office of the Recorder of each other county in which the property described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said notice of default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. **360787**, Instrument No. **360788**, Instrument No. **360789**, Mortgage Records of Elmore County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and there are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of notice of default, and notice of sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the sum of **$96,297.77**, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this 9th day of December, 2004.

Instrument # 362156
Elmore County, Idaho
01:24pm Dec.13.2004
For: FIRST AMERICAN TITLE COMPAN
No. of Pages: 1 Fee: $3.00
GAIL L. BEST, Recorder
Deputy: DLE

FIRST AMERICAN TITLE COMPANY OF IDAHO, INC., Trustee

By Monine Cole
Monine Cole Asst. Vice President

STATE OF IDAHO)
ss.
COUNTY OF ADA)

On this 9th day of December, 2004, before me, a Notary Public in and for said State, personally appeared Monine Cole, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

JULIE RHODES NOTARY PUBLIC STATE OF IDAHO

Julie Rhodes
Notary Public

JULIE RHODES
Notary Public, State of Idaho
Residing in Boise
My Commission Expires October 18, 2008

FA-18293/rcb-cmm/fha

First American Title Company of Idaho

Exhibit 4
SRBA 61-12301

Order No. FA-13473

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

Chase Manhattan Mortgage Corporation

a corporation duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Jackie G. Weece and Teresa D. Weece, husband and wife

GRANTEE whose address is: **PO Box 103, Grand View, ID 83624**

the following described real property in **ELMORE** County, Idaho, to wit:

The East one-half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its _____.

Dated: 05/13/05

Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation

By: JOE LANNING, VICE PRESIDENT

Instrument # 366484
Elmore County, Idaho
04:51pm May 31,2005
For: FIRST AMERICAN TITLE COMPAI
No. of Pages: 1 Fee: $3.00
GAIL L. BEST, Recorder
Deputy: DLE

State of IDAHO

County of ELMORE

On May 20, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE LANNING, VICE PRESIDENT personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Vice president on behalf of **Chase Manhattan Mortgage,** the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

GINA C. ROTTER
Comm. # 1407969
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires March 28, 2007

Gina C. Rotter
Notary Public
Residing at: _____
Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**A. Subcase** 61-12301 (Insert water right number From the Objection Form)
Case No. 39576	)	**STANDARD FORM 2 RESPONSE TO OBJECTION**

Please **print or type** the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: Jackie and Teresa Weece

Address: 4210 SW Aviation Drive
Mountain Home, Idaho 83647

Daytime Phone: (208) 591-0576

Name & Address of Attorney, if any:
Robert Ward
340 East 2nd North
Mountain Home, Idaho 83647

C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO WHICH YOU ARE RESPONDING

Name: Ricky C.Holden and Kimberly M. Holden

Address: c/o Brad Bowen
6117 South 18th East, Mountain Home, Idaho 83647

D. I am responding to the Objections to the following elements. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
2. ☐ **Source**
3. ☐ **Quantity**
4. ☐ **Priority Date**
5. ☐ **Point of Diversion**
6. ☐ **Instream Flow Beginning and Ending Point**
7. ☐ **Purpose(s) of Use**
8. ☐ **Period of Year**
9. ☐ **Place of Use**
10. ☐ **Recommendation:**

☒ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

**** Objection was based on "Supplemental Reasons" contained in an attachment.**

E. **VERIFICATION** (must be completed)

State of Idaho)
)ss.
County of Elmore)

Jackie Weece, duly sworn, upon oath, deposes and says:
(Name of Person filing objection)

That I am the party/claimant filing this response as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this response, know its contents and believe that the statements are true to the best of my knowledge.

Jackie G. Weece
(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: September 24, 2015

Deena L Trouten
Notary Public for Idaho
Residing at: MOUNTAIN HOME
My Commission Expires: 25 Feb 21

DEENA L. TROUTEN NOTARY PUBLIC STATE OF IDAHO

INSTRUCTIONS FOR MAILING

You must mail the Response, including all attachments, to the Clerk of the Court. **FAX filings will not be accepted**. You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on September 29, 2015, I mailed the original and copies of this response, including all attachments, to the following persons:

1. Original to:

   Clerk of the District Court
   Snake River Basin Adjudication
   253 Third Avenue North
   PO Box 2707
   Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

   Name: Jackie and Teresa Weece
   Address: 4210 SW Aviation Drive
   Mountain Home, Idaho 83647

3. One copy to the party who filed the Objection at the following address:

   Name: Ricky C. and Kimberly M. Holden
   Address: c/o Thomas J. Katsilometes
   P.O. Box 777, Boise, Idaho 83701

4. Copies to:

   IDWR Document Depository
   PO Box 83720
   Boise, ID 83720-0098

   United States Department of Justice
   Environment & Nat'l Resources Div
   550 W Fort Street, MSC 033
   Boise, ID 83724

   Chief, Natural Resources Division
   Office of the Attorney General
   State of Idaho
   PO Box 83720
   Boise, ID 83720-0010

Your signature or signature of attorney mailing on your behalf

ROBERT W. WARD
HALL, FRIEDLY & WARD
Attorneys for Claimant
340 East 2nd North
Mountain Home, Idaho 83647
Telephone: (208) 587-4412
Facsimile: (208) 587-3144
Idaho State Bar No. 4442

IN THE DISTRIC COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	SUPPLEMENTAL RESPONSE TO OBJECTION
	)	
Case No. 39576	)	
Subcase # 61-12301	)	
	)	

COME NOW Claimants, Jackie and Teresa Weece, by and through their attorney of record, Robert Ward of the firm Hall, Friedly & Ward, and hereby respond to the Supplemental Reasons attached to the Objection filed by Ricky and Kimberly Holden, for the following reasons:

1) Holdens' Objection to the Director's Report does not meet the standard of being "well-grounded in fact," nor is it "warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law..." The Objection is not even based on any of the criteria relevant to an objection (subparagraphs 1-9 of Part D) as noted in the Standard Form 1 Objection.
2) The Objection contains numerous false statements, misstatements of the law, and illogical legal conclusions.
3) The Joint Well Use and Maintenance Agreement (hereinafter "Agreement") is valid, was recorded, and states in its terms it "shall run with the land." The Agreement was

drafted by Holdens and given as an inducement to Weeces' predecessor-in-interest to purchase property from Holdens. The Agreement was not merely an accommodation to obtain financing. If Holdens actually intended such, it would be financial fraud on their part.

4) Weeces' request for determination of a water right is based on appropriation and beneficial use for a domestic purpose for over fifteen (15) years. Even though the Agreement is valid, and appurtenant to the land Holdens sold Weeces' predecessor, it is not necessarily essential to Weeces' claim, which is based on appropriation and beneficial use.

5) The Agreement conveyed ownership of the "well" and "equipment." The Agreement did not need to convey land (the purpose of a deed), nor did it need to convey a water right (which had not even been issued yet).

6) Holdens' claims that the Agreement lapsed upon foreclosure, or that the bank needed an assignment, are frivolous claims. The Agreement was entered into as a prerequisite to obtaining a loan on the property, was recorded, and runs with the land. If Holdens wanted to reserve any rights to the use of the water, they needed to specifically reserve those rights when they signed the deed to Weeces' predecessor-in-interest. Idaho law has held for almost a century that "in the absence of any reservation to the contrary, a deed to land effects a transfer of such water and water rights as are appurtenant to the land." *Koon v. Empey*, 40 Idaho 6(1924). The Idaho Supreme Court also held "having been used to irrigate the lands now owned by respondent in 1905, and several years prior, the water became appurtenant to the land." *Koon v. Empey*, 40 Idaho 6(1924).

7) Weeces are requesting an adjudicated water right based upon appropriation and use for over fifteen (15) years. The Director's Report issued in this matter is well founded under Idaho law and appropriately recommends that water right number 61-12301 be issued to Jackie and Teresa Weece.

DATED this 28 of September, 2015.

HALL, FRIEDLY & WARD

ROBERT WARD
Attorneys for Claimants

2015 OCT 05 AM 10:25
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	ORDER SETTING SUBCASE
	)	FOR SCHEDULING CONFERENCE
Case No. 39576	)	
	)	SUBCASE NO: 61-12301

The Scheduling Conference for this subcase will be held as follows:

THURSDAY, OCTOBER 29, 2015 at 10:00 AM (MT)
COURTROOM
253 - 3RD AVENUE NORTH
TWIN FALLS, ID

Parties may participate by telephone by dialing the number 720-279-0026 and when prompted entering the code 875181.

Parties and their attorneys, if any, shall attend the Scheduling Conference and shall be prepared to discuss the following matters:

1. Claimant representation and alignment of the parties;
2. Identification of the issues;
3. Admissions of facts and documents;
4. Amendment of pleadings, if required;
5. Discovery and discovery cut-off dates;
6. Expert witnesses, if planned;
7. Pre-trial conference dates;
8. Motions;
9. Settlement/alternative dispute resolution; and
10. Firm trial date.

FILE COPY FOR 00626

(continued)

The date for the scheduling conference will not be changed unless a Stipulation to Reset is received by the court fourteen (14) days before the date of the scheduling conference. Parties who wish to change the date of the scheduling conference must do the following:

1. Contact the clerk of the SRBA Court and obtain alternative dates and times (208-736-3011).

2. Contact each party to the subcase(s) or their attorney, if any, and reach an agreement on the alternative date(s) and time(s) provided by the clerk.

3. Prepare a Stipulation to Reset the hearing. The hearing must be reset on one of the dates and times provided by the clerk. The stipulation must specify the date(s) and time(s) agreed to and must contain a statement that you have contacted each party or their attorney and that all have agreed on the alternative date(s) and time(s). The court will send a notice resetting the hearing.

4. If the parties cannot agree on one of the alternative dates and times provided by the clerk, the party wishing to change the date and time must file an Expedited Motion to Reset with the court at least 21 days prior to the scheduled hearing.

IT IS SO ORDERED.

Dated: OCTOBER 05, 2015

THEODORE R. BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I Certify that a true and correct copy of the ORDER SETTING SUBCASE FOR SCHEDULING CONFERENCE was mailed on OCTOBER 05, 2015, with sufficient first-class postage to the following:

RICKY C & KIMBERLY M HOLDEN
Represented by:
KATSILOMETES, THOMAS J
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
WARD, ROBERT
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS SRBA

253 - 3RD AVENUE NORTH
TWIN FALLS, ID

10/29/2015
10:00 a.m.

Special Master: THEODORE R. BOOTH

COURT MINUTES

Sub Case No. 61-12301

This was the time and place set for the SCHEDULING CONFERENCE

APPEARANCES BY:

JACKIE & TERESA WEECE	--	ROBERT WARD
JACKIE WEECE	--	ROBERT WARD
RICKY C & KIMBERLY M HOLDEN	--	THOMAS J KATSILOMETES
TERESA WEECE	--	ROBERT WARD

ALSO PRESENT:

IDWR -- Baxter/Blades/Carter Carter Fritschle
Suzy Cooley-Denney

TAPE	DESCRIPTION
10:06	Ct intros case. Gives Brief Statement.
	Ward - gives update RE: Mediation w/ Moderator.
	Katsilometes - Responds. Concurs.
	Parties discuss dates, deadlines + how to Proceed.
	Ct. Sets:
	Settlement Conf. - Moderator: Brigette Bilyeu
	11/18/15 @ 2:00 p.m. Id. Water Center - Boise
	w/ Telephone Participation for Objectors.
	Status Conf. 11/24/15 @ 10:00 a.m.
	P.T. Conf 5/10/16 @ 10:00 a.m.
	Trial 6/7-8/16 @ 10:00 am.
	2 days @ Twin Falls SRBA
10:38	Adjourn

2015 OCT 30 PM 01:52
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE SETTING STATUS
	)	CONFERENCE
Case No. 39576	)	
	)	SUBCASE NO: 61-12301

Please be advised that Special Master THEODORE R. BOOTH has set a Status Conference in the above subcase(s) as follows:

TUESDAY, NOVEMBER 24, 2015 at 10:00 AM (MT)

COURTROOM
253 - 3RD AVENUE NORTH
TWIN FALLS, ID

Parties may participate by telephone by dialing the number 720-279-0026 and when prompted entering the code 875181.

Dated: OCTOBER 30, 2015

DIANA R DELANEY
Deputy Clerk
Snake River Basin Adjudication

FILE COPY FOR 00626
FILE COPY FOR 00626

CERTIFICATE OF MAILING

I Certify that a true and correct copy of the NOTICE SETTING STATUS CONFERENCE was mailed on OCTOBER 30, 2015 , with sufficient first-class postage to the following:

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcase No. 61-12301**
	)	
Case No. 39576	)	**TRIAL SCHEDULING ORDER**
	)	
_____	)	

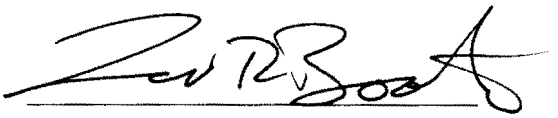
A Scheduling Conference was held on October 29, 2015. The following dates shall govern the conduct of this subcase through trial:

November 18, 2015 **2:00 PM** **Mandatory Settlement Conference**. The parties are **ordered** to attend a settlement conference to be held at the offices of the Idaho Department of Water Resources, 322 East Front Street, Boise, Idaho. Special Master Bilyeu is appointed as settlement moderator. The parties may, but are not required to provide confidential settlement statements to the settlement moderator in advance of the settlement conference. Telephone participation will be available to Objectors Ricky and Kimberly Holden due to the fact that they will be out of the country at that time. It is **further ordered** that each party is required to have at least one person in attendance with full settlement authority. If a party has authorized their attorney to have settlement authority, such authorization shall be in writing and shall be presented to the settlement moderator.

May 10, 2016 **10:00 AM** **Final Pre-Trial Conference**. Pursuant to I.R.C.P. 16, a final pre-trial conference will be held at the Snake River Basin Adjudication Courthouse, 253 3rd Avenue North, Twin Falls, Idaho. Parties may participate by telephone by dialing (720) 279-0026 and when prompted entering the code 875181.

June 7-8, 2016	**10:00 AM**	**Trial**. The trial will be held at the Snake River Basin Adjudication Courthouse, 253 3rd Avenue North, Twin Falls, Idaho.

Dated Oct 30, 2015



THEODORE R. BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the TRIAL SCHEDULING ORDER was mailed on October 30, 2015, with sufficient first-class postage to the following:

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	SETTLEMENT CONFERENCE REPORT
Case No. 39576	)	Subcase No.: 61-12301

This form is used to report the results of a Settlement Conference.

A. Attendance

The following individuals and persons were present at the Settlement Conference held on Nov. 18, 2015 before Settlement Moderator, Brigette Bilyeu

Claimant(s): Jackie & Theresa Weece Attorney: Robert Ward

Objector(s): Ricky & Kimberly Holden Attorney: Tom Katsilometes

Also Present: IDWR, Carter Fritschle Attorney: Emmi Blades

B. Standard Form 5

During the Settlement Conference, the parties reached an agreement as to all of the elements of this water right. The parties agree that a fully completed and executed *Standard Form 5* reflecting their agreement shall be submitted to the court no later than _____.
(30 days maximum)

If a fully executed *Standard Form 5* is not received by this date, the parties agree this matter immediately reset for a scheduling conference or trial.

C. Partial Settlement

~~The parties reached agreement on these elements as follows:~~

The Parties did not reach a settlement, but they negotiated in good faith. The Parties appeared to make progress.

D. **Recommendation for Additional Settlement Conferences**

Settlement Moderator, _____ recommends this subcase be set for an additional Settlement Conference within 90 days. The parties have represented to the Settlement Moderator that they are available on _____.

The reason(s) an additional Settlement Conference may be beneficial is:

If the parties request an additional settlement conference, it might be advisable to do it by VTC. This Special Master is available

E. **Recommendation for Trial Setting:** Previously set.

Settlement Moderator, _____, recommends this subcase be set for trial. The parties have been unable to reach a resolution of elements:

1 2 3 4 5 6 7 8 9 10

Dated _____, _____

attached

Signature of Parties

Signature of Parties

Signature of Parties

Signature of Parties

Brijette Lihey, Settlement Moderator

Signature of IDWR

Please sign in:

Name:	Telephone #:
Robert Ward	208-587-4412
Emmi Blades - IDWR	208-287-4809
Carter Fritschle - IDWR	208-287-4917
TOM KATSILOMETES	(208) 529-9377
Jack Weece	208-591-0576
Teresa Weece	208-250-0630
RICK HOLDEN (CLIENTS)	AVAILABLE & WAS CONTACT BY PHONE BEFORE & DURING CONF.

Thank you

CERTIFICATE OF MAILING

I certify that a true and correct copy of the SETTLEMENT CONFERENCE REPORT was mailed on November 24, 2015, with sufficient first-class postage to the following:

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Janet Connell
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS SRBA

253 - 3RD AVENUE NORTH
TWIN FALLS, ID

11/24/2015
10:00 a.m.

Special Master: THEODORE R. BOOTH

COURT MINUTES

Sub Case No. 61-12301

This was the time and place set for the STATUS CONFERENCE

APPEARANCES BY:

JACKIE & TERESA WEECE	--	ROBERT WARD
JACKIE WEECE	--	ROBERT WARD
RICKY C & KIMBERLY M HOLDE	--	THOMAS J KATSILOMETES
TERESA WEECE	--	ROBERT WARD

ALSO PRESENT:

IDWR	--	Baxter/Blades/Carter

TAPE	DESCRIPTION
9:58	Ct. intros Case. Gives Brief Statement.
	Katsilometes - Offer on table that they are Working on.
	Acceptable to stay with Trial Schedule at this
	Point.
	Ward - concurs.
	Ct. encourages Parties to continue with Work
	on settlement. If need any Further hearings
	Prior to Pre-Trial Conf, Contact the Court.
10:03	Adjourn

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

APR 21 2016

By _____ Clerk

_____ Deputy Clerk

Thomas J. Katsilometes, ISB No. 4265
Thomas J. Katsilometes, P.L.L.C.
100 N. Ninth St., Ste. 200
P.O. Box 777
Boise, ID 83701
Telephone: (208) 529-9377
TJK@208Lawyers.com

Attorney for Objectors

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	A. Subcase No.: 61-12301
	)	
Case No. 39576	)	**AFFIDAVIT OF SERVICE**
	)	
	)	
	)	

STATE OF IDAHO)
):ss
County of Ada)

I, Thomas J. Katsilometes, who being duly sworn, depose and say that on Wednesday, March 16th, 2016, at approximately 2:38 P.M., I:
SERVED the within named person by delivering to Mr. **Scott Roberts**, a true copy of the **Subpoena Duces Tecum** in the County of Elmore, State of Idaho at the offices of Alliance Title and Escrow located at 1715 American Legion Blvd., Mountain Home, Idaho 83647.
I hereby acknowledge that I am over the age of Eighteen years and not a party to the action.

Thomas J. Katsilometes
Affiant's Signature

SUBSCRIBED AND SWORN TO before me this 21st day of April, 2016.

STEVE ALSUP
Notary Public
State of Idaho

Notary Public for the State of Idaho
Residing at:
Commission Expires: 8-28-19

ROBERT W. WARD
HALL, FRIEDLY & WARD
Attorneys for Claimant
340 East 2nd North
Mountain Home, Idaho 83647
Telephone: (208) 587-4412
Facsimile: (208) 587-3144
Idaho State Bar No. 4442

IN THE DISTRIC COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	Subcase # 61-12301
	)	
	)	
	)	NOTICE OF SEVICE
	)	
	)	
Case No. 39576	)	
	)	

NOTICE IS HEREBY GIVEN that on the 27 day of April, 2016, a true and correct copy of Defendant's First Set of Interrogatories and Requests for Production of Documents to Objector was served, by depositing the same in the United States Mail, postage prepaid, upon the following at the address shown below:

THOMAS J. KATSILOMETES	X U.S. Mail
THOMAS J. KATSILOMETES, PLLC	____ Hand Delivered
P.O. BOX 777	____ Overnight Mail
BOISE, ID 83701	____ Facsimile

HALL, FRIEDLY & WARD

By _____
ROBERT WARD
Attorneys for Ckaimant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

THEODORE R. BOOTH
Special Master
DIANA DELANEY
Deputy Clerk
Subcase: 61-12301

5/10/2016
10:00 a.m.
Court Minutes

This was the time and place set for the Pretrial Hearing

Parties present:

Jackie Weece	(C)	--	Robert Ward
Teresa Weece	(C)	--	Robert Ward
Ricky & Kimberly Holden	(O)	--	Thomas Katsilometes
Jackie & Teresa Weece	(R)	--	Robert Ward

Also present:
IDWR: Megan Carter
Carter Fritschle
Suzy Cooley-Denney
Vicki Kelly

10:05:35 Case called; parties identified. Court reviews settlement efforts/report.

10:07:20 Mr. Ward reviews settlement progress. No settlement reached. Mr. Katsilometes agrees.

10:08:20 Court reviews trial schedule/procedures. Ms. Carter states IDWR witness will be Carter Fritschle.

10:10:10 Mr. Katsilometes addresses subpoena issued to title company, addresses issue of Mrs. Holden's health and ability to participate in trial.

10:12:40 Mr. Katsilometes moves to continue trial due to health of Mrs. Holden.

10:13:11 Ms. Carter does not believe it will be necessary to amend the director's report.

10:13:39 Mr. Ward does not object to continuing trial. His clients do have use of the water and will not suffer additional loses by further delay.

10:15:13 Court grants motion to continue. Parties discuss scheduling. Status/scheduling conference set for Wednesday, May 25, at 1:30 pm by telephone.

Adjourned.

2016 MAY 10 PM 12:18
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	ORDER SETTING HEARING
	)	
Case No. 39576	)	
	)	SUBCASE NO: 61-12301

Please be advised that Special Master THEODORE R BOOTH has set for hearing the STATUS / SCHEDULING CONFERENCE.

WEDNESDAY, MAY 25, 2016 at 01:30 PM (MT)

COURTROOM
253 - 3RD AVENUE NORTH
TWIN FALLS, ID

Parties may participate by telephone by dialing the number 720-279-0026 and when prompted entering the code 875181.

IT IS SO ORDERED.

Dated: MAY 10, 2016

Ted R Booth

THEODORE R. BOOTH
Special Master
Snake River Basin Adjudication

FILE COPY FOR 00626
FILE COPY FOR 00626

CERTIFICATE OF MAILING

I certify that a true and correct copy of the Order Setting Hearing was mailed on May 10, 2016, with sufficient first-class postage to the following:

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcase No. 61-12301**
	)	
Case No. 39576	)	**AMENDED TRIAL SCHEDULING ORDER**
	)	
_____	)	

A Scheduling Conference was held on May 25, 2016. The following dates shall govern the conduct of this subcase through trial:

July 27, 2016	**10:00 AM**	**Final Pre-Trial Conference**
August 25-26, 2016	**10:00 AM**	**Trial**. The trial will be held at the Snake River Basin Adjudication Courthouse, 253 - 3rd Avenue North, Twin Falls, Idaho.

Dated May 25, 2016

THEODORE R. BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the AMENDED TRIAL SCHEDULING ORDER was mailed on May 26, 2016, with sufficient first-class postage to the following:

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

THEODORE R. BOOTH
Special Master
DIANA DELANEY
Deputy Clerk
Subcase: 61-12301

5/25/2016
1:30 p.m.
Court Minutes

This was the time and place set for the Status / Scheduling Conference

---

Parties present:

Jackie Weece	(C)	--	Robert Ward
Teresa Weece	(C)	--	Robert Ward
Ricky & Kimberly Holden	(O)	--	Thomas Katsilometes
Jackie & Teresa Weece	(R)	--	Robert Ward

Also present:
IDWR: Andrea Courtney
Carter Fritschle
Suzy Cooley-Denney

1:34:33 Case called; parties identified. Parties discuss resetting trial.

1:37:00 Parties agree: Trial set for the SRBA Courthouse on August 25-26 beginning at 10 a.m. Pretrial set July 27, 2016 at 10 a.m.

1:42:22 Adjourned.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

THEODORE R. BOOTH
Special Master
DIANA DELANEY
Deputy Clerk
Subcase: 61-12301

7/27/2016
10:00 a.m.
Court Minutes

This was the time and place set for the Pretrial Conference

Parties present:

Jackie Weece	(C)	--	Robert Ward
Teresa Weece	(C)	--	Robert Ward
Ricky & Kimberly Holden	(O)	--	Thomas Katsilometes
Jackie & Teresa Weece	(R)	--	Robert Ward

Also present:
IDWR: Suzy Cooley-Denney

10:10:45 Case called; parties identified. Suzy Cooley-Denney appearing for IDWR

10:13:02 Court outlines trial procedures. Carter Fritschle, IDWR, will appear as first witness.

10:13:29 Mr. Katsilometes discusses appearance of Ms. Holden and possible inability to attend. Mr. Ward does not intend to call Mrs. Holden for direct. Keeps open possibility of calling as rebuttal.

10:14:56 Parties have no other questions. Court adjourned

LAWRENCE G. WASDEN
Attorney General
State of Idaho

CLIVE STRONG
Chief, Natural Resources Division

ANDREA L. COURTNEY
Deputy Attorney General
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
Telephone: (208) 287-4812
Fax: (208) 287-6700
Idaho State Bar # 7705
Attorney for IDWR

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
AUG 22 2016
By _____ Clerk
_____ Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**SUBCASE: 61-12301**
	)	
Case No. 39576	)	**NOTICE OF STIPULATION TO MOVE TRIAL DATE**
_____	)	

Notice is hereby given that the Idaho Department of Water Resources and the parties and their legal counsel in the above-captioned matter have stipulated to rescheduling the dates for the trial currently scheduled for August 25-26, 2016. Every effort is being made to coordinate available dates for all parties and will promptly report them to the Court as soon as possible.

DATED this 22nd day of August, 2016.

FOR

ANDREA L. COURTNEY
Deputy Attorney General
Idaho Department of Water Resources

CERTIFICATE OF SERVICE

I hereby certify that on this 22ND day of AUGUST, 2016, I caused to be served a copy of the foregoing document by the following method to:

1. Original to:

Clerk of the District Court Coeur d'Alene-Spokane River Basin Adj. P.O. Box 2707 Twin Falls, ID 83303-2707	___ Overnight Mail ___ Regular Mail ___ Hand-delivered _X_ Facsimile

2. Copies to:

Director of IDWR PO Box 83720 Boise, ID 83720-0098	___Overnight Mail _X_ Regular Mail ___Hand-delivered ___Facsimile
Jackie Weece Teresa Weece Represented by: Robert Ward 340 E 2nd North Mountain Home, ID 83647	__Overnight Mail _X_Regular Mail __Hand-Delivered __Facsimile
Ricky Holden Kimberly Holden Represented by: Thomas J. Katsilometes 100 N 9th St Ste 200 PO Box 777 Boise, ID 83701	__Overnight Mail _X_Regular Mail __Hand-Delivered __Facsimile

Signature of person delivering this document

S Cooley-Denney

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcase 61-12301**
	)	
Case No. 39576	)	**ORDER VACATING TRIAL and ORDER SETTING DEADLINE STIPULATION**
	)	
	)	

NOTICE IS GIVEN that the trial currently set to begin on August 25, 2016, is **vacated**. Parties shall submit a stipulation agreeing to a new trial date on or before August 31, 2016.

DATED August 22, 2016

THEODORE R BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER VACATING TRIAL AND ORDER SETTING DEADLINE FOR STIPULATION was mailed on August 22, 2016, with sufficient first-class postage to the following:

ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

LAWRENCE G. WASDEN
Attorney General
State of Idaho

CLIVE STRONG
Chief, Natural Resources Division

ANDREA L. COURTNEY
Deputy Attorney General
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
Telephone: (208) 287-4812
Fax: (208) 287-6700
Idaho State Bar # 7705
Attorney for IDWR

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**SUBCASE: 61-12301**
	)	
Case No. 39576	)	**STIPULATION ON NEW TRIAL DATES**
_____	)	

Notice is hereby given that the Idaho Department of Water Resources and the parties and their legal counsel in the above-captioned matter have stipulated to November 18 and 19, 2016, as new dates for trial. The parties have also stipulated to holding the trial at the Idaho Department of Water Resources, Idaho Water Center, 322 East Front Street, Boise, Idaho 83702.

DATED this 26th day of August, 2016.

ANDREA L. COURTNEY
Deputy Attorney General
Idaho Department of Water Resources

CERTIFICATE OF SERVICE

I hereby certify that on this 29TH day of AUGUST, 2016, I caused to be served a copy of the foregoing document by the following method to:

1. Original to:

Clerk of the District Court Coeur d'Alene-Spokane River Basin Adj. P.O. Box 2707 Twin Falls, ID 83303-2707	___ Overnight Mail ___ Regular Mail ___ Hand-delivered _X_ Facsimile

2. Copies to:

Director of IDWR PO Box 83720 Boise, ID 83720-0098	___Overnight Mail _X_Regular Mail ___Hand-delivered ___Facsimile
Jackie Weece Teresa Weece Represented by: Robert Ward 340 E 2nd North Mountain Home, ID 83647	__Overnight Mail _X_Regular Mail __Hand-Delivered __Facsimile
Ricky Holden Kimberly Holden Represented by: Thomas J. Katsilometes 100 N 9th St Ste 200 PO Box 777 Boise, ID 83701	__Overnight Mail _X_Regular Mail __Hand-Delivered __Facsimile

Signature of person delivering this document

S Codey-Dehney

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcase 61-12301**
	)	
Case No. 39576	)	**NOTICE RESETTING TRIAL**
	)	

NOTICE IS GIVEN that pursuant to the *Stipulation on New Trial Dates* filed August 29, 2016, trial in the above matter will be held beginning on November 17, 2016 at 10 a.m. at the Idaho Department of Water Resources, Idaho Water Center, 322 East Front Street, Boise, Idaho.

DATED August 31, 2016

THEODORE R BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the NOTICE RESETTING TRIAL was mailed on August 31, 2016, with sufficient first-class postage to the following:

ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

THEODORE R. BOOTH
Special Master
DIANA DELANEY
Deputy Clerk
Sabrina Vasquez
COURT REPORTER
Subcase: 61-12301

11/17/2016
10:00 a.m.
Court Minutes

This was the time and place set for Trial

Parties present:

Jackie Weece	(C)	--	Robert Ward
Teresa Weece	(C)	--	Robert Ward
Ricky & Kimberly Holden	(O)	--	Thomas Katsilometes
Jackie & Teresa Weece	(R)	--	Robert Ward

Also present:
IDWR: Andrea Courtney
Carter Fritschle
Craig Saxton
Megan Carter
Vicki Kelley

10:04:00 Case called; parties identified. Court/parties outlines manner of proceeding.

10:10:28 Katsilometes opening statement. Outlines basis of Objection.

10:15:20 Ward opening statement.

10:17:06 Courtney calls IDWR witness 1: Carter Fritschle, Senior Adjudication Supervisor

10:24:27 Courtney tenders Fritschle as expert witness. No objection.

10:26:07 IDWR Exhibit 1 identified by Mr. Fritschle. Director's Report of Deferred De Minimis Domestic and/or Stock Water Use Claim 61-13201

10:27:40 IDWR Ex 1 offered; no objection.

10:28:06 **IDWR Ex 1 admitted.**

10:28:25 IDWR continues Fritschle exam.

10:34:31 IDWR Exhibit 2 identified by Fritschle. Map depicting POU and POD for water right 61-12301.

10:35:38 IDWR Ex 2 offered. No objection.

10:36:15 **IDWR Ex 2 admitted.**

10:38:03 IDWR Exhibit 3 identified by Fritschle. Weece Notice of Claim for water right 61-12301.

10:40:01 IDWR Ex 3 offered; no objection

10:40:27 **IDWR Ex 3 admitted.**

10:41:12 Court questions re extra page of Ex 3. Courtney clarifies.

10:41:39 IDWR continues Fritschle exam.

10:45:26 Ward asks for clarification on admission of IDWR Ex 3. Court confirms Ex 3 was admitted.

10:47:25 IDWR Exhibit 4 identified by Fritschle. Map depicting POU and POD; same as IDWR Ex 1 but with additional information.

10:48:19 IDWR Ex 4 offered. No objections.

10:48:32 **IDWR Ex 4 admitted.**

10:48:50 IDWR continues Fritschle exam

10:51:14 Objection by Katsilometes; misrepresenting opening statement. Courtney restates.

10:54:18 End IDWR Fritschle examination

Court in recess.

11:00:06 Katsilometes begins Fritschle exam.

11:05:10 Katsilometes offers Objector Exhibit 101, Warranty Deed Holden to Saunders.

11:05:40 Objection by Ward. Overruled.

11:06:53 Ward continues objection.

11:10:10 Objection overruled.

Problems with recording. Court will continue with court reporter

Objector's Ex 101 admitted.

11:18:16 Katsilometes continues of Fritschle exam

11:22:10 Katsilometes reserves right to recall Fritschle.

11:24:04 Ward begins Fritschle exam.

11:28:31 Katsilometes redirect exam of Fritschle.

11:31:37 Courtney redirect of Fritschle.

11:32:32 Fritschle identifies IDWR Ex 5. Mortgage documents

11:33:19 Katsilometes objects. Need more foundation. Courtney questions Fritschle.

11:36:26 IDWR Ex 5 offered. Katsilometes objects to IDWR Ex 5; inconsistent dates.

11:38:21 Courtney questions Fritschle re use of IDWR Ex 5.

11:42:15 Katsilometes renews objection. Questions numbering of pages.

11:42:44 Objections overruled.

11:47:27 **IDWR Ex 5 admitted.**

11:47:54 Courtney continues Fritschle redirect.

11:49:50 Katsilometes redirect of Fritschle.

11:53:17 Ward redirect of Fritschle.

11:54:01 Objection; leading. Ward restates.

11:56:10 Katsilometes redirect.

11:56:23 Ward objects; asked and answered earlier. Overruled.

11:57:05 Fritschle excused.

Court in recess.

1:03:21 Katrsilometes moves to amend objection.

1:03:50 Ward objects on basis of case law. Court reviews AO1.

1:12:35 **Court grants amendment.** Mr. Katsilometes delineates original objection with amendments. Mr. Ward witnesses.

1:15:30 Mr. Katsilometes calls Teresa Weece. Ms. Weece is sworn in and direct exam begins.

1:23:11 Ward objects. Sustained.

1:25:52 Katsilometes moves to strike; nonresponsive. Granted. Statement stricken.

1:26:45 Ward objects; misstatement.

1:28:12 Ward has no cross. Witness excused.

1:28:38 Katsilometes calles Jackie Weece. Mr. Weece is sworn in; Katsilometes begins direct exam.

1:39:27 Katsilometes reserves right to recall Mr. Weece.

1:39:44 Ward cross examines Mr. Weece. Witness to review IDWR Ex 3.

1:42:57 Katsilometes redirect.

1:44:18 Ward objects; already part of record. Overruled.

1:45:48 Ward objects; question or testimony. Withdrawn rephrased.

1:47:18 Katsilometes reserves right to recall Mr. Weece.

Court in recess.

1:52:58 Katsilometes calls Ricky Holden. Mr. Holden sworn in. Katsilometes begins direct. Witness to review IDWR Ex 1.

1:58:10 Ward asks question in aide of objection. No objection .

2:01:53 Ward requests review of document. Ward reviews Objector Ex 102

2:05:34 Ward notes for the record renews objection to exhibits that were not shared with him prior to hearing.

2:06:18 Objector Ex 102, Joint Use Well Agreement, offered. No further objection.

2:06:50 **Objector Ex 102 admitted.**

2:08:45 Objection; hearsay. Overruled.

2:09:47 Objection; hearsay. Rephrased.

2:11:12 Ward asks question in aide of objection. Hearsay objection. Sustained.

2:14:24 Katsilometes introduces Idaho Power billing history marked as Objector Ex 103

2:15:18	Ward renews objection; not shared in discovery discovery. Overruled.
2:20:15	Ward objects; pictures are not here to review. Withdrawn.
2:20:35	Katsilometes offers Objectors Ex 103. No further objections.
2:20:46	**Objectors Ex 103 admitted.**
2:22:21	Katsilometes marks photos for witness to review. Witness identifies photos.
2:23:50	Katsilometes offers Objectors Ex 104 and 105, photos.
2:24:15	Ward asks question in aid of objection. No further objection
2:25:10	**Objector Ex 104 and Ex 105 Admitted.**
2:25:15	DKatsilometes continues Holden direct exam.
2:33:32	Katsilometes reserves right to recall Mr. Holden.
2:33:50	Ward begins cross.
2:35:20	Katsilometes asks question in aide of objection. No objection.
2:37:08	Katsilometes objects; calls for speculation. Rephrased.
2:38:38	Katsilometes objects; speculation. Sustained.
2:38:55	Katsilometes objects; speculation. Overruled.
2:39:59	Katsilometes objects; calls for notation of absence of negative. Restated.
2:43:02	Katsilometes objects; coloration unclear. Ward offers clarification of question.
2:43:59	Katsilometes objects to statement. Sustained.
2:47:25	Katsilometes objects; relevance. Ward responds to objection. Overruled.
2:50:26	Katsilometes objects; exceeds scope of direct. Overruled.
2:52:20	Katsilometes objects; exceeds scope of direct. Sustained.
2:54:07	Katsilometes redirect.
2:58:46	Katsilometes marks Objector Ex 106. Ward reviews. Witness reviews.
3:01:11	Katsilometes offers Objector Ex 106, Agreement and Withdrawal of Protest. No Objection.
3:02:49	**Objector Ex 106 admitted.**

3:04:06	Ward begins recross.
3:05:17	Katsilomete objects; relevance. Overruled.
3:05:22	Katsilometes asks question in aide of objection.
3:06:12	Katsilometes objects; relevance. Sustained.
3:07:10	Katsilometes redirect.
3:7:50	Mr. Holden excused.
3:08:44	Mr. Ward does not intend to present evidence.
3:09:05	Katsilometes begins closing arguments. Moves for an order for an amended director's report from IDWR.
3:12:25	Motion for amended director's report denied.
3:19:27	Ward begins closing argument.
3:25:01	Katsilometes rebuttal.
3:27:30	Court will take matter under advisement and issue written order.
3:27:47	Court adjourned.

EXHIBIT LIST

Theodore R. Booth, SPECIAL MASTER

Diana Delaney, DEPUTY CLERK

Sabrina Vasquez COURT REPORTER

SUBCASES 61-12301

TRIAL DATE: November 17, 2016
Boise, ID

NO	DESCRIPTION	Offered	Admitted/ Not Admitted
IDWR			
1	Director's Report of Deferred De Minimis Domestic and/or Stock Water Use Claim 61-12301	10:27:40	Admit 10:28:06
2	Map depicting POU and POD for 61-12301	10:35:30	Admit 10:36:15
3	Notice of claim for water Right 61-12301 Jackie and Teresa Weece	10:40:01	Admit 10:41:39
4	Map depicting POU and POD for 61-7751, 61-12300 and 61-12301	10:48:19	Admit 10:48:32
5	"Walker" documents; mortgage survey report	11:36:26	11:47:27
6			

Objectors Holden			
101	Warranty Deed; Holden to Saunders	11:05:10	Admit
102	Joint Use Well Agreement	2:06:18	Admit 2:06:50
103	Idaho Power Premise Billing History	2:20:35	Admit 2:20:46P
104	Photo – water across road	2:23:50	Admit 2:25:10
105	Photo – back of lot	2:23:50	Admit 2:25:10
106	Agreement and Withdrawal of Protest	3:01:11	Admit 3:02:49
Claimants Weece			
None			

WITNESS LIST

Hearing: TRIAL Date: November 17, 2016 Subcases: 61-12301

Parties:
Claimant(s): Jackie Weese and Teresa Weece – Represented by Robert Ward
Objector(s): Ricky Holden and Kimberly Holden – Represented by Thomas Katsilometes

Witness Name	IDWR Exam	Katsilometes Exam	Ward Exam	
IDWR				
Carter Fritschle	Direct: 10:17:06 Redirect: 11:31:37	Direct: 11:00:06 Redirect: 11:28:31 Redirect: 11:49:50	Direct: 11:24:04 Redirect: 11:53:17	
Objectors (Holden/Katsilometes)				
Teresa Weece		Direct: 1:15:30		
Jackie Weece		Direct: 1:28:38 Redirect: 1:42:57	Cross: 1:39:44	
Ricky Holden		Direct: 1:52:58 Redirect: 2:54:07 Redirect: 3:7:10	Cross: 2:33:50 Recross: 3:04:06	
Claimants (Weece/Ward)				
No witnesses called				

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**SPECIAL MASTER'S REPORT**
	)	**(Holden v. Weece)**
Case No. 39576	)	
	)	**FINDINGS OF FACT AND**
	)	**CONCLUSIONS OF LAW**
	)	
	)	**FOR WATER RIGHT 61-12301**
	)	

I. APPEARANCES

Thomas J. Katsilometes of Thomas J. Katsilometes, PLLC, Boise, Idaho, for objectors Ricky C. and Kimberly M. Holden.

Robert W. Ward of Hall Friedly & Ward, Mountain Home, Idaho, for claimants Jackie and Teresa Weece.

II. PROCEDURAL BACKGROUND

On March 12, 2015, Jackie and Teresa Weece ("the Weeces") through their attorney Robert Ward filed a *Motion for Determination of Deferred De Minimus Domestic or Stock Water Use.* On June 8, 2015, the Idaho Department of Water Resources ("IDWR") filed its *Director's Report of Deferred De Minimus Domestic and/or Stock Water Use* recommending the elements of the water right claim. On August 3, 2015, Ricky and Kimberly Holden ("the Holdens") through their attorney Thomas Katsilometes filed a *Standard Form 1 Objection* to the *Director's Report* asserting that the water right should not exist. A trial was held in Boise, Idaho on November 17, 2016. At trial the Holdens moved to amend their objection to also object to the recommended priority date of March 13, 2000, first asserting that the priority date was "unknown," but later asserting that the priority date could be no earlier than the date the Weeces

acquired the real property associated with the water right claim (which occurred on May 20, 2005). Pursuant to I.R.C.P. 15(b), the motion to amend the objection was granted.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having heard the testimony of the witnesses and having reviewed other evidence produced at trial and having considered the closing arguments of the parties, this Special Master makes the following findings of fact and conclusions of law.

1. Water right claim 61-12301 was reported by the Director of IDWR in the *Director's Report of Deferred De Minimus Domestic and/or Stock Water Use*, filed June 8, 2015, with the following elements:

Source:	Ground Water
Quantity:	0.040 cfs
Priority Date:	03/13/2000
Point of Diversion:	T03S R06E S33 SENE Within Elmore County
Purpose and Period of Use:	Domestic 01/01 to 12/31
Place of Use:	T03S R06E S33 SENE

2. A director's report "constitute[s] prima facie evidence of the nature and extent of the water rights acquired under state law." I.C. § 42-1411 (4).

3. "Any party filing an objection to any portion of the director's report shall have the burden of going forward with the evidence to rebut the director's report as to all issues raised in the objection." I.C. § 42-1411 (5).

4. A water right with a source of groundwater for domestic purposes may be acquired through the acts of diversion of the water and application of the water to a domestic beneficial use. The acquisition of such domestic groundwater rights are excepted from the application, permit, and license procedures that apply to other water rights. I.C. § 42-227.

5. The Weeces are the current owners of the East ½ of Lot 16, Block 1, Airport Subdivision in Elmore County, Idaho ("East ½ Lot 16"). The Weeces reside in a residence located thereon. The Weeces acquired this property in May of 2005. *See* Corporation Warranty Deed, Objectors' Trial Exhibit #102.

6. Prior to the Weeces taking occupancy of the residence located on the East ½ Lot 16, the residence was occupied by Loree Saunders. Loree Saunders acquired ownership of the residence from the Holdens on May 10, 2001. *See* Warranty Deed, Objectors' Trial Exhibit #101.

7. The Weeces' water right claim is premised on the physical acts of diversion of water and its application to domestic beneficial use by Loree Saunders.

8. The well that services the residence now occupied by the Weeces and formerly occupied by Loree Saunders is located on adjacent Lot 17, which at all times relevant to this matter has been owned by the Holdens.

9. There is another water right diverted from that same well, water right 61-7751. The Holdens are the owners of water right 61-7751. Water right 61-7751 is authorized for domestic use for two duplexes located on Lot 17. IDWR Trial Exhibit #4.

10. In their Notice of Claim, the Weeces claimed a priority date of February 9, 2000. The *Director's Report* for the claim recommended a priority date of March 13, 2000. At trial, IDWR Adjudication Section Manager Carter Fritschle, who investigated the claim and prepared the *Director's Report*, testified that the recommended priority date of March 13, 2000, was derived from a document in the IDWR's records, which is a Central District Health Department Mortgage Survey Report for Sewage and Water Systems stating that the septic system associated with the residence located on the East ½ Lot 16 was inspected on March 13, 2000. *See* IDWR Trial Exhibit #5.

11. The Holdens assert that water right 61-12301 never came into existence for the reason that the then occupant of the residence located on the East ½ Lot 16, Loree Saunders, domestically used water pursuant to a temporary accommodation made by the Holdens to use water from water right 61-7751. Water right 61-7751 is not authorized to be used on the East ½ Lot 16.

12. There is no evidence in the record that would indicate whether Loree Saunders intended her domestic use of water to be under water right 61-7751 or whether she intended to create a new water right. Whatever her intent, it is not relevant. Under Idaho law, there is no intent element associated with establishing a valid water right via diversion and application to beneficial use. *Joyce Livestock Company v. United States of America*, 144 Idaho 1, 8-9, 156 P.3d 502, 509-510 (2007).

13. Attached to the Weeces water right claim (IDWR Trial Exhibit # 3) is a document entitled Joint Well Use and Maintenance Agreement ("Agreement"). The Agreement recites that it was entered into between the Holdens and Loree Saunders. Mr. Holden testified that he does not regard the Agreement as being valid and that it was used to satisfy Loree Saunders' mortgage company to facilitate the purchase and sale of the East ½ Lot 16 from the Holdens to Loree Saunders. This Special Master makes no findings as to the validity or invalidity of the Agreement. Carter Fritschle testified that he did not rely upon the Agreement to determine any of the recommend elements of water right 61-12301.

14. During closing arguments, counsel for the Holdens asserted Loree Saunders' use of the well was pursuant to permission by the Holdens. Whether Loree Saunders' use of the well was by permission or pursuant to the terms of the Agreement is immaterial. "[I]n this state one may have a valid appropriation though only a temporary and revocable way of conveyance for his water; diversion and application to a beneficial use being the two essentials." *Joyce Livestock Company v. United States of America*, 144 Idaho 1, 8, 156 P.3d 502, 509 (2007) quoting *Morgan v. Udy*, 58 Idaho 670, 680, 79 P.2d 295, 299 (1938).

15. Loree Saunders lived in the residence located on the East ½ Lot 16, which was supplied with water from the well located on Lot 17 and which was connected to a sewage disposal system. From these facts the *Director's Report* properly infers that Loree Saunders domestically used water during the time she occupied the residence. Therefore the required elements of diversion of water and application to beneficial use have been satisfied.

16. The priority date recommended in the *Director's Report* of March 13, 2000, is based upon the fact that as of that date the residence was connected to a useable sewage system and therefore the residence was occupiable and actual domestic use of water could have begun on that date. This Special Master notes that Loree Saunders did not acquire ownership of the East ½ Lot 16 until approximately 14 months later, May 10, 2001. Objector's Trial Exhibit #101. However, evidence of the date upon which Loree Saunders acquired ownership of the East ½ Lot 16 is insufficient to show that no domestic use of water took place between the dates of March 13, 2000, and May 10, 2001. Accordingly, the presumption of correctness afforded the *Director's Report* has not been rebutted regarding priority date.

IV. RECOMMENDATION

Having weighed the entirety of the evidence presented, this Special Master finds and concludes that the Holdens have not met their burden to show that the *Director's Report* is incorrect. Therefore, IT IS RECOMMENDED that water right 61-12301 be **decreed** with the elements as set forth in the attached ***Recommendation for Partial Decree Pursuant to I.R.C.P. 54(b).***

Dated December 16, 2016

Theodore R. Booth
Special Master
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 61-12301

NAME AND ADDRESS: JACKIE WEECE
TERESA WEECE
4210 SW AVIATION DR
MOUNTAIN HOME, ID 83647

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

Right Nos. 61-7551 and 61-12301 are limited to a total combined diversion rate of 0.06 cfs.
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/13/2000

POINT OF DIVERSION: T03S R06E S33 SENE Within Elmore County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Domestic	01-01 TO 12-31	0.04 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Elmore County
T03S R06E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

RECOMMENDATION
DEC 16 2016
Ted R Booth
SPECIAL MASTER

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE OF ISSUANCE OF SPECIAL MASTER'S RECOMMENDATION
Case No. 39576	)	
	)	Water Right(s): 61-12301

On December 16, 2016, Special Master THEODORE R. BOOTH issued a SPECIAL MASTER'S RECOMMENDATION for the above subcase(s) pursuant to SRBA Administrative Order 1 (A01), Section 13a.

Pursuant to SRBA Administrative Order 1 (A01), Section 13a, any party to the adjudication including parties to the subcase, may file a Motion to Alter or Amend on or before the 28th day of the next month.

Failure of any party in the adjudication to pursue or participate in a Motion to Alter or Amend the SPECIAL MASTER'S RECOMMENDATION shall constitute a waiver of the right to challenge it before the Presiding Judge.

DATED December 16, 2016.

DIANA R DELANEY
Deputy Clerk

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
DEC 16 2016
By _____ Clerk
_____ Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	CERTIFICATE OF MAILING
	)	
Case No. 39576	)	
	)	Water Right(s): 61-12301

CERTIFICATE OF MAILING

I certify that a true and correct copy of the SPECIAL MASTER'S REPORT, SPECIAL MASTER'S RECOMMENDATION FOR PARTIAL DECREE and NOTICE OF ISSUANCE OF SPECIAL MASTER'S REPORT AND RECOMMENDATION were mailed on December 16, 2016, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

DIANA R DELANEY
Deputy Clerk

2017 FEB 07 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	CERTIFICATE OF MAILING
	)	
Case No. 39576	)	
	)	Water Right(s): 61-12301

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 61-12301 was mailed on February 07, 2017, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

JACKIE & TERESA WEECE
JACKIE WEECE
TERESA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**ORDER OF PARTIAL DECREE**
	)	
Case No. 39576	)	**Subcase No. 61-12301**
	)	**(Weece)**
	)	
	)	

On December 16, 2016, a ***Special Master's Report and Recommendation*** was filed for the above-captioned water right. No Challenges were filed to the ***Special Master's Report and Recommendation*** and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(j) and ***SRBA Administrative Order 1***, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the ***Special Master's Report and Recommendation*** and wholly adopts them as its own.

Therefore, IT IS ORDERED that the above-captioned water right be **decreed** as set forth in the attached ***Partial Decree Pursuant to I.R.C.P. 54(b)***.

DATED: February 7, 2017.

ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 61-12301

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
FEB - 7 2017
By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: JACKIE WEECE
TERESA WEECE
4210 SW AVIATION DR
MOUNTAIN HOME, ID 83647

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

Right Nos. 61-7551 and 61-12301 are limited to a total combined diversion rate of 0.06 cfs.
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/13/2000

POINT OF DIVERSION: T03S R06E S33 SENE Within Elmore County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Domestic	01-01 TO 12-31	0.04 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Elmore County
T03S R06E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

Thomas J. Katsilometes, ISB #4265
THOMAS J. KATSILOMETES, P.L.L.C.
P.O. Box 777
Boise, ID 83701
Telephone: (208) 529-9377
TJK@208Lawyers.com
Attorney for Objectors-Appellants

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**NOTICE OF APPEAL**
	)	
Case No. 39576	)	Subcase No.: 61-12301 (Weece)
	)	
	)	

TO: THE FOLLOWING NAMED CLAIMANTS-RESPONDENTS: JACKIE WEECE AND TERESA WEECE AND THE PARTIES' ATTORNEY, ROBERT W. WARD, HALL FRIEDLY & WARD, 340 E. 2ND NORTH, MOUNTAIN HOME, IDAHO 83647, AND TO THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES, P.O. BOX 83720, BOISE, IDAHO 83720-0098, AND THE CLERK OF THE ABOVE-ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The following-named appellants, Ricky C. Holden and Kimberly M. Holden, appeal against the above-named respondents to the Idaho Supreme Court from the Order of Partial Decree entered in the above-entitled action on the 7th day of February, 2017, Honorable Judge Eric J. Wildman presiding.

2. That the parties have a right to appeal to the Idaho Supreme Court, and the order described in paragraph 1 above is an appealable order under I.R.C.P. 54(b) and pursuant to Rule 11(a)(1) of the Idaho Appellate Rules ("I.A.R.")

3. A preliminary statement of the issues on appeal which the appellant then intends to assert in the appeal, are as follows:

(a) Did the District/SRBA Court err in adopting the Special Master's Report and Recommendation?

Provided, this listed issue on appeal shall not prevent the appellants from asserting other issues on appeal.

4. No order has been entered sealing all or any portion of the record.

5. (a) A reporter's transcript is requested.

(b) The appellants request the preparation of the following portions of the reporter's transcript in [ ] hard copy [x] **electronic format** [] both:

Trial held on November 17, 2016, in its entirety.

6. The appellants request the following documents to be included in the clerk's record in addition to those automatically included under Rule 28, I.A.R.:

The audio recordings of:

a) Hearing held on October 29, 2015;

b) Settlement Conference held November 18, 2015;

c) Status Conference held November 24, 2015;

d) Pre-Trial Conference held May 10, 2016;

e) Scheduling Conference held on May 25, 2016;

f) Pre-Trial Conference held July 27, 2016;

g) Trial held on November 17, 2016.

7. I certify:

(a) that a copy of this notice of appeal has been served on each reporter of whom a transcript has been requested as named below at the address set out below:

Sabrina Vasquez, Court Reporter c/o Julie Murphy, Chief Deputy Clerk, and

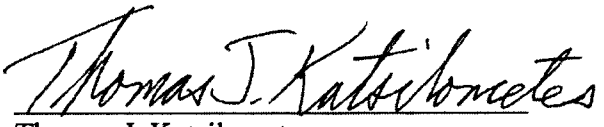
Diana R. Delaney,

Deputy Clerk, Snake River Basin Adjudication, 253 Third Avenue North,

(Mailing: P.O. Box 2707, Twin Falls, ID 83303-2707).

(b) that service has been made upon all parties required to be served pursuant to Rule 20.

DATED THIS 20th day of March, 2017.



Thomas J. Katsilometes
THOMAS J. KATSILOMETES, P.L.L.C.
Attorney for the Appellants

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March 2017, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication 253 Third Avenue North P.O. Box 2707 Twin Falls, ID 83303-2707	☒ ☐ ☐ ☒ ☒	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax) *(208) 736-2121* Electronic Mail: JMurphy@idcourts.net

2. Copy to Claimants-Respondents

Jackie & Teresa Weece c/o Robert Ward, Esq. Hall, Friedly, & Ward 340 East 2nd North Mountain Home, ID 83647	☒ ☐ ☐ ☐ ☐	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax) *(208) 587-3144* Electronic Mail:

3. Copies (2) to

Director - IDWR IDWR Document Depository P.O. Box 83720 Boise, ID 83720-0098	☒ ☐ ☐ ☐ ☐	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax) *(208) 287-6700* Electronic Mail:
Stephen W. Kenyon, Clerk of the Supreme Court and Court of Appeals of Idaho 451 W. State Street Boise, Idaho 83720	☐ ☒ ☐ ☐ ☐	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax) *(208) 947-7590* Electronic Mail: skenyon@idcourts.net

Thomas J. Katsilometes

Thomas J. Katsilometes

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**ORDER OF PARTIAL DECREE**
	)	
Case No. 39576	)	**Subcase No. 61-12301**
	)	**(Weece)**
	)	
	)	

On December 16, 2016, a ***Special Master's Report and Recommendation*** was filed for the above-captioned water right. No Challenges were filed to the ***Special Master's Report and Recommendation*** and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(j) and ***SRBA Administrative Order 1***, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the ***Special Master's Report and Recommendation*** and wholly adopts them as its own.

Therefore, IT IS ORDERED that the above-captioned water right be decreed as set forth in the attached ***Partial Decree Pursuant to I.R.C.P. 54(b)***.

DATED: February 7, 2017.

ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 61-12301

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
FEB - 7 2017
By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: JACKIE WEECE
TERESA WEECE
4210 SW AVIATION DR
MOUNTAIN HOME, ID 83647

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

Right Nos. 61-7551 and 61-12301 are limited to a total combined diversion rate of 0.06 cfs.
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/13/2000

POINT OF DIVERSION: T03S R06E S33 SENE Within Elmore County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Domestic	01-01 TO 12-31	0.04 CFS

Domestic use is for a home.

PLACE OF USE: Domestic Within Elmore County
T03S R06E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

2017 FEB 07 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	CERTIFICATE OF MAILING
	)	
Case No. 39576	)	
	)	Water Right(s): 61-12301

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 61-12301 was mailed on February 07, 2017, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

JACKIE & TERESA WEECE
JACKIE WEECE
TERESSA WEECE
Represented by:
ROBERT WARD
340 E 2ND NORTH
MOUNTAIN HOME, ID 83647
Phone: 208-587-4412

RICKY C & KIMBERLY M HOLDEN
Represented by:
THOMAS J KATSILOMETES
100 N 9TH ST STE 200
PO BOX 777
BOISE, ID 83701
Phone: 208-529-9377

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE SRBA, CASE NO. 39576 SUBCASE NO. 61-12301 Order of Partial Decree,	Supreme Ct. #44944
RICKY C. HOLDEN and KIMBERLY M. HOLDEN, Appellants, vs. JACKIE WEECE and TERESA WEECE, Claimants/Respondents.	NOTICE OF LODGING

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
APR 19 2017
By _____ Clerk
Deputy Clerk

TO: THE CLERK OF THE IDAHO SUPREME COURT

NOTICE IS HEREBY GIVEN that on April 19, 2017, I lodged a transcript of 183 pages in length for the above-referenced appeal with the District Court Clerk of the SRBA Court in the Fifth Judicial District via email. The transcript includes: Trial, 11/17/16.

A PDF copy of the transcripts will be emailed to sctfilings@idcourts.net; jmurphy@idcourts.net; tjk@208lawyers.com; and robert@hfwlaw.com.

/s/Sabrina Vasquez
Sabrina Vasquez
Official Court Reporter

EXHIBIT 1

ON SEPARATE CD

Subcase No. 61-12301

Audio Recording of the hearings as follows:

10/29/15 - Hearing
11/24/15 - Status Conference
05/10/16 - Pre-trial Conference
05/25/16 - Scheduling Conference
07/27/16 - Pre-Trial Conference
11/17/16 - Trial

OBJ: Ex #101

WARRANTY DEED

FOR VALUE RECEIVED
Ricky C. Holden and Kimberly M. Holden, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Loree M. Saunders, a single person

GRANTEE(S), whose current address is: 1085 South 36th West St. Mountain Home, Id 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

The East one half of Lot 16, Block 1, Airport Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: May 10, 2001

Ricky C. Holden

Kimberly M. Holden

STATE OF Idaho, County of Elmore, ss.
On this 10th day of May
in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared
Ricky C. Holden and Kimberly M. Holden
known or identified to me to be the person s whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.
Signature: Judith M. Allred
Name: JUDITH M ALLRED (type or print)
Residing at: Mountain Home
My commission expires: 05-21-06

JUDITH M. ALLRED NOTARY PUBLIC STATE OF IDAHO

328476

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.
Time 4:30 P.M
Date May 10 2001
GAIL L. BERT, Recorder
By Charlene M. Lye Deputy
Fee $3.00

ADMITTED
EXHIBIT
Objectors 101
61-12301
11-17-16

Prop: 1085 S. 3rd West St.

OBJ. #102

ESCROW CHECK LIST

AGENT Lf LEGAL E2 16/1 Airport Sub. ORDER NO. FA-13473

BUY: Jackie G. & Teresa D. Weece
PO Box 103
Grand View 83624

(H)
(O)
SSN
FATCO- 714-800-3743 Karina
BRKR FATICO Nat'l Default Title Services
(O) 877-416-4968 Robert Del Rosario
FAX 800-430-2680
LNDR Wells Fargo Home Mortgage

(O)
FAX

SELL Chase Home Finance LLC
By Caryn Saladino, REO World
as Attorney in Fact
caryn@reoworld.com gena.rotter@chase.co
(H) 949-720-7009 #13
(O) 949-720-1745
SSN
P/O -NA-
LOAN #
(O)
ORDERED
RECEIVED
P/O
LOAN #
(O)
ORDERED
RECEIVED

RLTR Robin Hawks
1st Class
(O) 587-5776
FAX 587-1086
(H) 371-3702
COMMISSION
CLOSING DATE 5-25-05 B/2:00
REQUIREMENTS TO CLOSE:
Prior file FA-12969

RLTR Melinda Liercke
1st Class
(O) "
FAX "
(H) 509-1755
COMMISSION 5.75% Per Robin
FUNDING DATE 5/27

Gena - Chase 858-635 2399 (f) 877-819-3091

SET UP
X R.I.

INPUT DATA
X CL

FAX STATEMENT TO Lender ✓ Realtors ✓
✓ DEED Corp. Deed
NA FORM 1099-S Corp.
X SELLER PROCEEDS
BORROWER PROCEEDS
X SELLER AFFIDAVIT
BORROWER AFFIDAVIT
WAIVER
✓ INVOICE

✓ SETTLEMENT STATEMENT
SEPARATE BUYER & SELLER
-NA- PAY OFF STATEMENT
✓ CEI
LCI
✓ COMMISSION INSTRUCTIONS
✓ COMMITMENT STAMPED "R & A"
X TAXES Paying 2nd 1/2 2004, No Info for 2005

AFTER CLOSING:
✓ COPIES MADE
✓ PACKAGE SENT TO LENDER ✓ Lien - UPS
✓ OK TO RECORD & DISBURSE: FUNDING #:
DATE: 5/31/05 4:35 NAME: Perside
✓ GIVE RECORDING TO TITLE

SEND CHECKS, COPIES, ETC. TO:
✓ [redacted] ✓ SELLER/ ✓ REALTOR(S)/
SEND PAYOFF(S) ✓ LENDER/ BROKER

DO POLICY

* Lender needs re-signed purchase agreement from both buyers & sellers. Robin says

ADMITTED 11-17-16

EXHIBIT
Objector 102
61-13201

< < < Wire Transfer > > >

SENDER PARTY : P ON FILE
SENDER'S ID : 001000248

*** Message: NOT TESTED. ***

TR REF #: 0531-00033795

** MESSAGE ENVELOPE **** (Bank : 001)

SENDER FED CALLED EXT:

AMT: 95,068.47 CUR:USD TRDR#
TRDR: DUE: TYP:FTR/1000 FNDS:S CHG:DB:Y CD:Y COM:N CBL:N

ORIG A/12 CDT D/9350548398/ ADV:LTR
DEBIT VAL: 05/31 CREDIT VAL: 05/05/31
WELLS FARGO BANK, N.A. FIRST AMERICAN TITLE CO
SAN FRANCISCO, CA 190 N 3RD E
MOUNTAIN HOME ID 83647
SEND REF NUM: 0531085568 BNF:/9350548398 CHG:B BK?N
OPENING MSG: 00332478 FIRST AMERICAN TITLE
1. FUNDING ACCOUNT
WELLS FARGO HOME MORTGAGE INC
HOME CAMPUS 2401-038
DES MOINES IA 0328-0001
ORIG:
WELLS FARGO HOME MORTGAGE

ORIG TO BNF INFO:
035465 0052718392 ATTN LINDA RE WEE
CE FA13473 JACKIE WEECE

REF NUM:1[illegible]08
ORIG TO BANK INFO:
[illegible] 00[illegible]2

**** MESSAGE TEXT ****

{ 1:} Message Disposition:
Message Version: 02 (New expanded format)
Message Production Code: P (Production)
Message Replication Code: (Original incoming msg)
Message Status Indicator: N (Incoming msg)

{ 2:} Application Timestamp:
Date: 05/31
Time: 16:40
Application Id: FT01

{ 3:} ONAD:
Output cycle date: 2005/05/31
Output Destination Id: L1B7821R
Output sequence number: 002071
Input date: 05/31
Input time: 16:40
Input application Id: FT01

{ 4:} Type Code:
Type Code: 10 (Transfer of funds)
Subtype Code: 00 (Regular transfer)

{ 20:} IMAD:
Input Cycle date: 2005/05/31
Input Source id: I1B7032R
Input Sequence number: 002793

[illegible] Amount:	$95,068.47
[illegible] Sender's Bank:	
[illegible] Number:	121000248
[illegible] Name:	WELLS FARGO SF
[illegible] Lookup (AUX):	WELLS FARGO BANK, N.A. SAN FRANCISCO, CA
[illegible] Sender's Reference:	050531085568
[illegible] Receiving Bank:	
[illegible] Number:	325070760
[illegible] Name:	WASH MUTUAL BK FA
[illegible] Lookup (AUX):	WASHINGTON MUTUAL BANK SEATTLE, WA
[illegible] Business Function Code:	CTR (Customer transfer)
[illegible] Charges:	B (Beneficiary)
[illegible] Beneficiary:	D/9350548398 FIRST AMERICAN TITLE
[illegible] Reference for Beneficiary:	100064908
[illegible] Originator:	/ WELLS FARGO HOME MORTGAGE
[illegible] Originator's Bank:	D/3500332478 LIS FUNDING ACCOUNT WELLS FARGO HOME MORTGAGE INC 1 HOME CAMPUS X2401-038 DES MOINES IA 50328-0001
[illegible] Originator to Beneficiary Info:	035465 0052718392 ATTN LINDA RE WEE CE FA13473 JACKIE WEECE
[illegible] Bank to Bank Info:	035465 0052718392

MESSAGE HISTORY SEQUENCE

```
0[illegible] is the [illegible]ing bank. Priority:   Delivery ACK:
        FED INDEX          REF #: 2005053100033795  31-MAY-2005 16:40:56.88
0[illegible]    FED INA          SEQ #: 4145 31-MAY-2005 16:40:56.89
        Name : FED/121000248/050531085568/0531I1B7032R00279305311640FT01
0[illegible]    FED I            SEQ #: 2071 31-MAY-2005 16:40:56.89
        [illegible]V             ABA: 121000248  FED REF: 050531085568
                                 IMAD: 0531I1B7032R00279305311640FT01
        [illegible]         DEQ
        [illegible]LOG           AMT: 95068.47 TIME: 31-MAY-2005 16:40:56.99
        [illegible]EX            KEY: 121000248
        [illegible]MO            *CVD:94 DVD:62 PSD:3 SSD:--- DBD:1 CBD:1
        [illegible]EMO           Stop_Check NO MATCH - 31-MAY-2005 16:40:57.01
        [illegible]SG_QUE  ENQ TEXT: 2005053100033795
        Name : CDT/6117
        [illegible]Q       DEQ
* BEGIN DELIVERY ATTEMPT *DST(1), DLV STATE:0
  [illegible]TE:
```

```
    DST:  ///
          002//RGW_OUTQ
          Q       DEQ
                      KEY: 3100033795053826
                      SEQ #: 53826 31-MAY-2005 16:41:21.18 Info:
    3379            F
                      SEQ #: 53826 31-MAY-2005 16:41:21.18 Info:
    3379            F
                      SEQ #: 53826 31-MAY-2005 16:41:29.31 Info:
    3379          +
    DES  N
                DEQ
          LOG         OPRID: $$$PAY  TIME: 31-MAY-2005 16:51:59.59
          L           SAM_DBT  AMOUNT: 95068.47
                      SAM_CDT  AMOUNT: 95068.47
          AL          PRF_DDA_CDT  AMOUNT: 95068.47
    BGIN D    ION *DST(2) ROUTE:2085873325, DLV STATE:D
    TE:   48398/
    ST:   8/5873325////
          MERICAN TITLE CO
          RD E
          N HOME              ID
          F
                DEQ
                      SEQ #: 2774 31-MAY-2005 16:51:59.74
          CKQ     DEQ
          ROD_2005053100033795_02_20050531165159
          ACK         OPRID: $$$FAX_ACK  TIME:  1-JUN-2005 18:20:53.87
          ormal (successful completion)
    END DES  N
          KEND    ENQ TEXT: 2005053100033795  AMOUNT: 95068.47
          END     ENQ TEXT: 2005053100033795  AMOUNT: 95068.47
    BGIN D    ION *DST(3), DLV STATE:D
    TE:
    DST:  ///
          002//RGW_OUTQ
          TQ      DEQ
                      KEY: 3100033795057317
                      SEQ #: 57317 31-MAY-2005 16:54:59.18 Info:
    3379            F
                      SEQ #: 57317 31-MAY-2005 16:54:59.18 Info:
    3379            F
                      SEQ #: 57317 31-MAY-2005 16:55:12.62 Info:
    3379          +
    DES  N
          TQ      DEQ
          1_01        SEQ #: 18884 31-MAY-2005 17:39:20.03 Info: PC
          T_01        SEQ #: 18884 31-MAY-2005 17:39:20.39 Info: PC
          dt posted - tc: 1009|050531033795|||
          MO          C: Host=1117883.48,MTS=1022815.01,Memopost trn
    0531  43
```

INVOICE

FIRST AMERICAN TITLE COMPANY
PO Box 813 Mountain Home, ID 83647
(208) 587-8428

Order No. **FA-13473**

Date: **05/26/05**

To: **R - First Class RE / R. Hawks**

Re: **E2 16/1 AIRPORT SUB.**

	PREMIUM	RECORD	OTHER	TOTAL
Owner's Standard Policy $100,000.00	$605.00	0	0	$605.00
Owner's Plain Language Policy $	$	0	0	0
Owner's Exten ded Policy $	$	0	0	0
Standard Mortgagee's P olicy $	$	0	0	0
Lender's Exte nded Policy $98,455.00	$255.45	0	0	$255.45
Endorsements 100,116,8.1,7	$90.00	0	0	$90.00
Reissue Credit	$	0	0	0
Recording Fees	0	$48.00	0	$48.00
Closing/Settlement Fee	0	0	$335.00	$335.00
Reconveyance Fees Trustee(s)	0	$	$	0
Courier Fees	0	0	$	0
	0	0	$	0
Subtotals/TOTAL	$950.45	$48.00	$335.00	$1333.45

13473

DISBURSEMENTS SUMMARY / BALANCE SHEET

Borrower: Jackie G. Weece and Teresa D. Weece
Seller: Chase Manhattan Mortgage Corporation
Lender: Wells Fargo Bank, NA
Settlement Agent: First American Title Company
(208)587-8428
Place of Settlement: 190 N. 3rd East
Mtn. Home, Id 83647
Settlement Date: May 25, 2005
Disbursement Date: May 31, 2005
Property Location: 1085 South 36th West Street
Mountain Home, ID 83647
Elmore County, Idaho
E2 16/1 AIRPORT SUB.

INCOMING FUNDS

Wells Fargo Bank, NA	Loan Funding Amount	95,068.47
Jackie G. Weece and Teresa D. Weece		1,812.76
Deposit held by Settlement Agent		2,000.00
	Total Incoming Funds	98,881.23

DISBURSEMENTS

17016	1st Class Real Estate				4,600.00
	Commission	4,600.00			
1	REO World			1,250.00	
	Commission	1,250.00			
17017	Farm Bureau Insurance	Hazard Insurance Premium			472.00
17018	Elmore County Treasurer	2nd half 2004 taxes			270.85
17019	Briggs Engineering	Pay			308.00
17020	Chase Manhattan	Processing Fee			150.00
17021	Robin Hawks	Reimburse for Water Test			81.00
17022	Chase Manhattan Mortgage Corporation	Closing Proceeds			88,512.89
	Wells Fargo Bank, NA	Loan Closing			0.00
	Loan Origination Fee	970.00	Deducted		
	Appraisal Fee	425.00	Deducted		
	Credit Report	14.00	Deducted		
	Processing Fee	90.00	Deducted		
	Tax Service Fee	78.00	Deducted		
	Flood Life of Loan Fee	16.00	Deducted		
	Underwriting Fee	195.00	Deducted		
	Interim Interest	17.20	Deducted		
	Mortgage Insurance Premium	1,455.00	Deducted		
	Escrow: Hazard Insurance	157.32	Deducted		
	Escrow: County Taxes	249.99	Deducted		
	Aggregate Adjustment	-161.98	Deducted		
17023	First American Title Company	Settlement Agents Fees			1,285.45
	Settlement or Closing Fee	335.00			
	Title Insurance	860.00			
	Title Insurance	0.45			
	Endorsements 100,116,8.1,7	90.00			
17024	REO World	702, AddDisb02			3,221.04
	Commissions	1,250.00			
	Reimbursement Fee	1,971.04			
Number of checks - 9			**Total Disbursements**		98,881.23

(FA-13473.PFD/FA-13473/80)

DISBURSEMENT/RECIEPTS

BANK Wamu

ESCROW NO. FA-13473

RECEIPTS:	DEPOSITED:	IN COMPUTER:
2000.00	EM	
95,068.47		
1812.76		
TOTAL 98,881.23		

DISBURSEMENTS:

OP 100,000.-	605.-	
OEP		
SM		
MEP 98,455.-	255.45	
IND 100, 116, 8.1 7	90.-	
CREDIT		$ 1285.45
RECORDING WD, DT		
CLOSING FEE	335.-	
RECON# ( )		
RECON# ( )		
COURIER		
OTHER		

WHO TO:	AMOUNT:	SPECIAL INST.
✓ SELLER PROCEEDS Ommc	88,512.89	
✓ BORROWER/BUYER Weece	3,721.04	
✓ TAXES ECT (2nd half 2004)	$270.85	# 1833 # 8806
HOMEOWNERS ASSOC.		
PAYOFF		
✓ ~~PAYOFF~~ Boggs Esq	308.-	
✓ MISC. Iran Burbank Chg	472.-	
MISC. BEO World		
✓ MISC. Robin Nauske	101.-	
✓ MISC. Chase	150.-	
✓ REALTOR 1st Class R.E.	4600.-	
REALTOR		
LENDER Wells Fargo		
BROKER		
TOTAL	98,881.23	

P:\ESCROW\DOCUMENT\DISBURSE

A. Settlement Statement
First American Title Co.

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan
1. [X] FHA 2. [ ] FmHA 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.

6. File Number: FA-13473
7. Loan Number:
8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Weece

E. Name and Address of Seller: CMMC

F. Name and Address of Lender: Wells Fargo

G. Property Location: E2 16/1 Airport Sub

H. Settlement Agent: First American Title Co.
Place of Settlement: P.O. Box 813, Mountain Home, ID 83647

I. Settlement Date: 5/13 / 5/17

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	100,000.–	401. Contract sales price	100,000.–
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money FATCO	2000.–	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	98,455.–	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. S to pay B CL costs	2000.–	508. " "	2000.–
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1 to 5/17	352.68	511. County taxes " to "	352.68
212. Assessments to		512. Assessments to	
213.		513.	
214. $946.54 w/NO HOE.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amt. due seller (line 520)	
303. Cash [ ] From To Borrower	1298.28	603. Cash [ ] To From Seller	90,137.00

The HUD-1 settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

Previous Edition is Obsolete

HUD-1 (3-86) RESPA, HB 4305.2

L. Settlement Charges		Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $ @ 5.75 = 5750			
Division of Commission (line 700) as follows:			
701. $ 1st Chase			
702. $			
703. Commission paid at Settlement			5750 -
704.			
800. Items Payable in Connection With Loan			
801. Loan Origination Fee 1%		970 -	*
802. Loan Discount			
803. Appraisal Fee Value It			(425 -)
804. Credit Report RELS		14 -	
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807. Assumption Fee			
808. Processing Fee		( )	90 *
809. Tax Service Fee WFRETS			(78)
810. Flood Cert. Fee WFFS			(16)
811. Underwriting Fee WF Bank			195 - *
812.			
813.			
814.			
815.			
816.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from 5/26 to 6/1 @$ 17.20 /day		103.20	*
902. Mortgage Ins Premium HUD		1455.00	
903. Hazard Ins Premium Farm Bureau		472 -	*
904.			
905.			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance 4 months @$ 39.33 per month .82		157.32	155.80 *
1002. Mortgage Insurance months @$ per month			
1003. City property taxes months @$ per month			
1004. County property taxes 3 months @$ 83.33 per month		249.99	
1005. Annual assessments months @$ per month			
1006. months @$ per month			
1007. months @$ per month			
1008. months @$ per month			
1009. Aggregate accounting adjustment		< 1161.98 >	
1100. Title Charges			
1101. Settlement or closing fee to First American Title Ins. Co.			(225 -)
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees			
(includes above items numbers:)			
1108. Title insurance			
(includes above items numbers:)			
1109. Lender's coverage $ 98,455 -		(255.45)	
1110. Owner's coverage $			(105 -)
1111. Lender's Policy Fee to First American Title Ins. Co.			
1112.			
1113. Endorsements 100,116,8.1 7 to First American Title Ins. Co.		90	
1200. Government Recording And Transfer Charges			
1201. Recording fees: Deed ; Mortgage $; Releases $			
1202. City/county tax/stamps: Deed $; Mortgage $			
1203. State tax/stamps: Deed $; Mortgage $			
1204. Courier Fee to First American Title Ins. Co.			
1205.			
1300. Additional Settlement Charges			
1301. Survey			
1302. Pest inspection			
1303. 75% of Ins. #1822 & 8806 ECT			270.75
1304.			
1305.			
1306.			
1307.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 settlement statement.

Borrower - Seller -

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CREDIT CONFIRMATION

Transaction reference number: 20050531000033795 **Value Date:** 05/05/31

Account number: 9350548398

Account name: FIRST AMERICAN TITLE CO
190 N 3RD E
MOUNTAIN HOME ID 83647

Reference number: 0531113B7032R0027930531164OFT01/0531L1B78
21R0020710531164OFT01

Transaction Posting Time: 2005/05/31 16:51:59

Amount: 95,068.47 **Currency:** US dollar

Debit Party Information: *A/121000248
WELLS FARGO BANK, N.A.
SAN FRANCISCO, CA

Sender's reference: 050531085568

Originating Bank Information: /3500332478
LIS FUNDING ACCOUNT
WELLS FARGO HOME MORTGAGE INC
1 HOME CAMPUS X2401-038
DES MOINES IA 50328-0001

Originating Party Information: WELLS FARGO HOME MORTGAGE

Originating Party reference: 100064908

Bank to Bank Information: 035465 0052718392

RECEIPT

DATE 5/31/05 No. 682756

RECEIVED FROM Wells Fargo $95,068.47

ninty five thousand sixty eight & 47/100 DOLLARS

FOR RENT / FOR Closing funds

ACCOUNT	13473
PAYMENT	
BAL. DUE	

CASH / wire / CHECK / MONEY ORDER

FROM TO FATCO

BY L. Lawrence

Credit Party Information:

D/9350548398/
FIRST AMERICAN TITLE CO
190 N 3RD E
MOUNTAIN HOME ID 83647

Beneficiary Party Information:

/9350548398
FIRST AMERICAN TITLE

Originator to Beneficiary Information:

035465 0052718392 ATTN LINDA RE WEE CE FA13473 JACKIE WEECE

Washington Mutual
Wire Confirmation NFT #866-969-4737

FAX COVER PAGE

Date: May 31, 2005 **Total number of pages:** 3
(INCLUDING THIS COVER SHEET)

To: FIRST AMERICAN TITLE CO
190 N 3RD E
MOUNTAIN HOME ID 83647

Attention:

Fax: 2085873325 **Phone number:**

From: 001 PRODUCTION

Confidentiality Note:

The information contained in this facsimile message is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone. Thank you.

ORDER SHEET

FA- 13473

DATE: 1-25-05 ESCROW (Y) N

Ordered By: Robert DelRosario Phone: 877416-4968 Fax: 800-430-2680

Company: FATICO, National Default Title Services

Address: 3 First American Way, Santa Ana, CA 92707

(Buyer)/Borrower: To Be Det

Address:

Phone: Fax:

(Seller)/Lender: Chase Manhattan Mortgage

Address:

Phone: Fax:

Legal Description: E2 16/1 Airport Sub.

Property Address: 1080 S. 36th West St.

Original Commitment: File

Copies: FATCO, NDTS + Inv.

Refinance JR. LIEN: $ LBG JTG Position of Loan:

PAYOFF TO: LOAN #

LENDERS: Std/Ext/Short Form $ ENDORSEMENTS: 100,116,8.1

OWNERS: (Standard)/Extended $ TBD CLOSING

TSG UNPAID BALANCE $ DT # DATE

B) SS #: MR. MRS.

S) SS#: MR. MRS.

State Lien	☐	Base/Side Base	☐	***Notes: Prior FA-12969
GI Checked	☐	Address Verified	☐	Order # 2315343
Tax Sheet	☐	Access Checked	☐	
Doc copies	☐	Corporate Status	☐	
Plat	☐	Chain	☐	
CC&R's	☐			

FAX

To: **MELISSA TRIM**
Company: FATCO (ELMORE, ID)
Fax: (208) 587-3325
Phone:

From: **Kelly Nguyen**
Fax: (714) 800-7808
Phone:

NOTES:

Order #2315343 Order
order attached w/fol docs # 2050241

First American
Title Insurance Company
NATIONAL DEFAULT TITLE SERVICES

JANUARY 25, 2005

Re: Changes in NDTS Policies and Procedures

Dear REO Title Manager:

First American Title Insurance Company's National Default Title Services division (NDTS) processed approximately 95,000 REO closing and title orders nationwide in 2003. In an effort to more effectively manage and continue to grow this business, we are making the following important procedural changes on all REO title orders originating from NDTS. We are changing any perceived payment expectation from NDTS to you on cancelled orders and adding a new requirement to track the policies issued on closed orders to First American Title as the underwriter.

NDTS has previously endeavored to assist in effecting payment for all searches placed through NDTS on behalf of our mutual clients. NDTS has determined that many of our mutual clients are unwilling to pay any cancellation fees. NDTS has also been challenged in managing the payment process based on the limited information available regarding these transactions. Due to these issues, NDTS is implementing the following changes to our policy regarding all search and cancellation fees on REO orders originated from NDTS. NDTS will no longer pay any search fee or cancellation fees for REO title products ordered. We believe this procedure is consistent with the custom and practice throughout most of the country. All search fees will need to be collected through the settlement statement process. This change will be effective on May 1, 2004. On orders opened after May 1, 2004 NDTS will no longer advance payments for cancellations, search fees or for other reasons. NDTS will continue to provide value added services and will continue to develop and strengthen our mutually beneficial client relationships through our ongoing marketing efforts.

Our continued goal is to assist in driving business to our valued First American Title Agents. NDTS is committed to making this business both profitable for First American and its agents. The majority of orders originated by NDTS should result in a closing and title premium to your company. NDTS is committed to help improving the overall capture rate on these transactions by your company. NDTS is working on receiving regular status reports on active REO orders and copies of all HUD-1 statements. NDTS will be able to provide much more detailed status information to your company on a regular basis. Your firm is responsible for the management of each file and to notify NDTS of clients that are not consistently closing with your company.

NDTS is implementing a new requirement for all approved First American Title agents in our system. We are working towards receiving regular reporting regarding the status of each closing. Upon notification of a closing by our mutual client, NDTS will request within 120 days that your operation deliver a copy of the final title policy to NDTS. NDTS is making this process as simple as possible by allowing your company to access our WebTrack site and simply upload a copy of the final policy. This change is also effective May 1, 2004 and will also help NDTS track the capture rate for each client.

These financial and procedural changes are necessary for NDTS to continue to aggressively market and assist in providing these orders to your company. Please contact your Vendor Manager KELLY MURPHY at 714-800-4371 if you have any questions.

Very truly yours,

Lawrence J. Buckley

First American NDTS 3 First American Way, Santa Ana, CA 92707 (714) 800-4000

First American
Title Insurance Company
NATIONAL DEFAULT TITLE SERVICES

Closing Office Procedure Letter

This letter is to inform your office that our client, ***REO WORLD*** has requested for your office to conduct an REO closing on the property listed on the attached order sheet. First American, NDTS has requested an REO commitment from the title company also listed on the attached order sheet. A completed commitment along with an invoice will be forwarded to your office upon completion. This commitment is to be used to complete the closing on this property. The title fees listed on the invoice must be included and collected on the settlement statement at the time of closing. If an invoice is not received along with the title commitment, you must either contact the title company listed or First American, NDTS immediately.

Closings completed without these fees being collected will require that your office pay the title company listed for their commitment. If your office has any questions or concerns regarding the above procedure, please contact **DEL ROSARIO, ROBERT** at **(877) 416-4968** within 24 hours of receipt of this letter.

Thank you,

First American, NDTS

First American NDTS 3 First American Way, Santa Ana, CA 92707 (714) 800-4000

NATIONAL DEFAULT TITLE SERVICES
3 First American Way Santa Ana, CA 92707
Phone (800) 525-3633 Website: www.firstam.com

First American National Default Title Services offers the complete Default Title Management Solution. Attached you will find an REO Order request accompanied by a copy of the FCL title report in order to minimize potential duplicate title fees. In issuing the REO title product, please facilitate a consistent title ordering process to maximize potential cost savings on Foreclosure and REO title orders.

There are three main cost savings scenarios that the NDTS system will maximize on properties that start as foreclosure orders and transfer to REO. Please comply with the following as it pertains to customary practices in respect to your area.

1. In states where title searches are typically ordered on a foreclosure order, NDTS will deliver the previous title work with the new request. This process has several benefits. The previous order will serve as a title "starter" that will shorten the search time on the new title request. It will eliminate the need for legal descriptions and confusion on the new title search.
2. The second potential cost savings occurs if the previous product can be updated rather than creating a new order. The savings is determined by the cost to update the prior report compared to the cost of a completely new search.
3. The third potential savings is that in the western states most title companies offer a reduced REO title insurance rate on properties that they issued a TSG at the completion of the foreclosure. NDTS will deliver the original TSG request along with the new REO title order. The savings amount is determined by the reduced title rate based on county specific filings.

NDTS will provide systematic auditing to ensure cost savings are passed on to the Client. Non-Compliance by First American Agents will result in a review and potential removal from the client's national title network. Non-compliance by a First American owned entity would result in a refund to the client of the fees. NDTS will continually work to improve the NDTS National Default Title Network through recruitment or new vendors and on going training and quality measurements of vendors. NDTS will deliver monthly vendor management reporting to the Client.

First American
Title Insurance Company
NATIONAL DEFAULT TITLE SERVICES

NDS-REO - Order Sheet - 2315343

PLEASE CONFIRM RECEIPT OF THIS ORDER, WITH YOUR REFERENCE NUMBER, BY ONE OF THE FOLLOWING:
FAX: (714) 800-7801
EMAIL: REO.CONFIRMATIONS@FIRSTAM.COM

Open Date:	01-24-2005 2:10 PM	*2315343*
Site:	FATCO (ELMORE, ID)	
Division:	NDS-REO	

Order No.:	2315343	**Escrow No.:**	
Title Officer:	MELISSA TRIM,	**Escrow Officer:**	
Title Type:	COMMIT W/CLOSING *COMMIT W/CLOSING - Loan Amount: $TBD*	**Escrow Type:**	REO
		Escrow Open:	01-24-2005 2:10 PM
Trans. Type:	$.00	**Escrow Site:**	
Lender Ref:	NONE	**County Ref:**	
	1988468877	**Proposed Insured:**	

Address:	1080 S 36TH W ST, MOUNTAIN HOME, ID 83647 ELMORE	**APN No.:**	
		Lot/Block/Tract:	//
Owner:	CHASE MANHATTAN MORT	**Book/Page:**	/
Prior Owner:	LOREE ESTATE		
Buyer:			

Instructions: PLEASE ISSUE A TITLE COMMITMENT ONCE THE TRUSTEE'S DEED IS OF RECORD. PLEASE FAX THE COMMITMENT AND INVOICE TO ROB DEL ROSARIO @ 800-430-2680.

Product: 0 CC&R: 0 Docs: 0 Easements: 0

CUSTOMER	CONTACT 1
REO WORLD 359 SAN MIGUEL, SUITE 107 NEWPORT BEACH, CA 92660 BRIAN DAUK BRIAN@REOWORLD.COM PH: 949-720-7009 FX: 949-720-1206 BRIAN@REOWORLD.COM	NATIONWIDE DEFAULT TITLE SERVICES 3 FIRST AMERICAN WAY SANTA ANA CA 92707 DEL ROSARIO, ROBERT (877) 416-4968 (800) 430-2680 RDELROSARIO@FIRSTAM.COM
TITLE	**T/FARM**
FATCO (ELMORE, ID) 190 NORTH THIRD EAST MOUNTAIN HOME ID 83647 MELISSA TRIM TITLE 208-587-8428 (208) 587-3325	FC ATTY: RINGERT AND CLARK 208-342-4591 BROKER: MELINDA LIERCKE 208-587-5776 208-587-9086
	ATTY

	FATCO (ELMORE, ID) 190 NORTH THIRD EAST MOUNTAIN HOME ID 83647 MELISSA TRIM CLOSER (208) 587-8428 (208) 587-3325

UNKNOWN SITE - NDS-REO
3 FIRST AMERICAN WAY. SANTA ANA CA 92707
(877) 416-4968 (714) 800-7801

TRUSTEE'S SALE GUARANTEE

Issued from the office of

FIRST AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the assured shall sustain by reason of incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated in Schedule A:

1. The title to the herein described estate or interest was vested in the vestee named in Paragraph 2 of Schedule A, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

2. For purposes of foreclosing the deed of trust referenced in Schedule C the persons to whom notice of the trustee's sale must be given pursuant to Section 45-1506 Idaho Code are those identified in said Schedule C.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this Guaranty to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

First American Title Insurance Company

BY Gary L Kennedy PRESIDENT

ATTEST Mark A Arnesen SECRETARY

28037

TRUSTEE'S SALE GUARANTEE
(Idaho)

SCHEDULE A

TSG No. 28037

Our File No. FA-12969 / FA-18293

Liability: $87,822.82

Dated: July 15, 2004 at 8:00 am

Fee: $563.00

1. Name of Assured:

First American Title Company of Idaho, Inc. and Chase Manhattan Mortgage Corp as Beneficiary

2. Title to said estate or interest at the date hereof is vested in:

Heirs and Devisees of Loree M. Saunders, deceased. Janey R. Karam has been appointed Personal Representative of said estate

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple

4. The land referred to in this Guarantee is situated in the State of Idaho, County of Elmore and is described as follows:

The East One-Half of Lot 16 in Block 1 of AIRPORT SUBDIVISON, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Address according to the Elmore County Assessor:

1080 South 38th West Street
Mountain Home, Idaho 83647

SCHEDULE B

Our No. FA-12969

EXCEPTIONS:

1. 2004 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December 20 of the current year.

2. Easements on the recorded plat of said subdivision.

3. All matters, covenants, conditions, restrictions, easements and any rights, interests or claim which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Instrument No. 156676, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. Statement of Intent to Declare Manufactured Home Real Property recorded April 6, 2000, as Instrument No. 321361 and re-recorded March 16, 2001 as Instrument No. 327344.

5. Declaration of Easement executed by Ricky C. Holden and Kimberly M. Holden, recorded May 2, 2001 as Instrument No. 328332.

6. Deed of Trust to secure an original indebtedness of $92,055.00, and any other amounts and/or obligations secured thereby.

Recorded:	May 10, 2001 as Instrument No. 328477
Grantor:	Loree M. Saunders, a single woman
Trustee:	Guaranty Title, Inc.
Beneficiary:	First Horizon Home Loan Corporation

AND ASSIGNED to Chase Mortgage Company, recorded May 31, 2002 as Instrument No. 337062.

7. Jenay R. Karam was appointed Personal Representative on May 13, 2004. Letters were recorded May 14, 2004, Instrument No. 356565.

8. NOTE: 2003 Taxes were $178.42, Tax Parcel Number RP0004001016AA, are paid in full.

NOTE: 2003 Taxes were $368.78, Tax Parcel Number MHTR0000453800A, are paid in full.

SCHEDULE C

Our No. FA-12969

Relative to the deed of trust shown as Item 6. of Schedule B

1. The names of the grantor(s) in the deed of trust and of the persons whose interest appear of record as successors in the interest of said grantor(s) are as follows:

Loree M. Saunders, deceased.

ANY PERSON HAVING A NON-RECORD INTEREST, OF WHICH INTEREST EITHER THE TRUSTEE OR BENEFICIARY HAS ACTUAL NOTICE, AND PARTIES IN POSSESSION.

The names of persons having a lien or interest appearing of record subsequent to the interest of the trustee, other than those persons identified in (1) above, and of any persons having filed a request for notice pursuant to Section 45-1511 Idaho Code are as follows:

Janey R. Karam, Personal Representative of the Estate of Loree M. Saunders, whose address is P.O. Box 513, Romeo, Michigan 48065

Jay R. Friedly, Attorney for the Estate of Loree M. Saunders, deceased, whose address is 340 East 2nd North Street, Mountain Home, Idaho 83647.

SCHEDULE C

Our No. FA-12969

2. Attention is directed to the fact that strict compliance must be had with respect to Section 45-1505 and 45-1506 Idaho Code including but not limited to personal service of the Notice of Sale upon occupants of the property and proper mailing, publication, and posting (in the event said property is vacant)

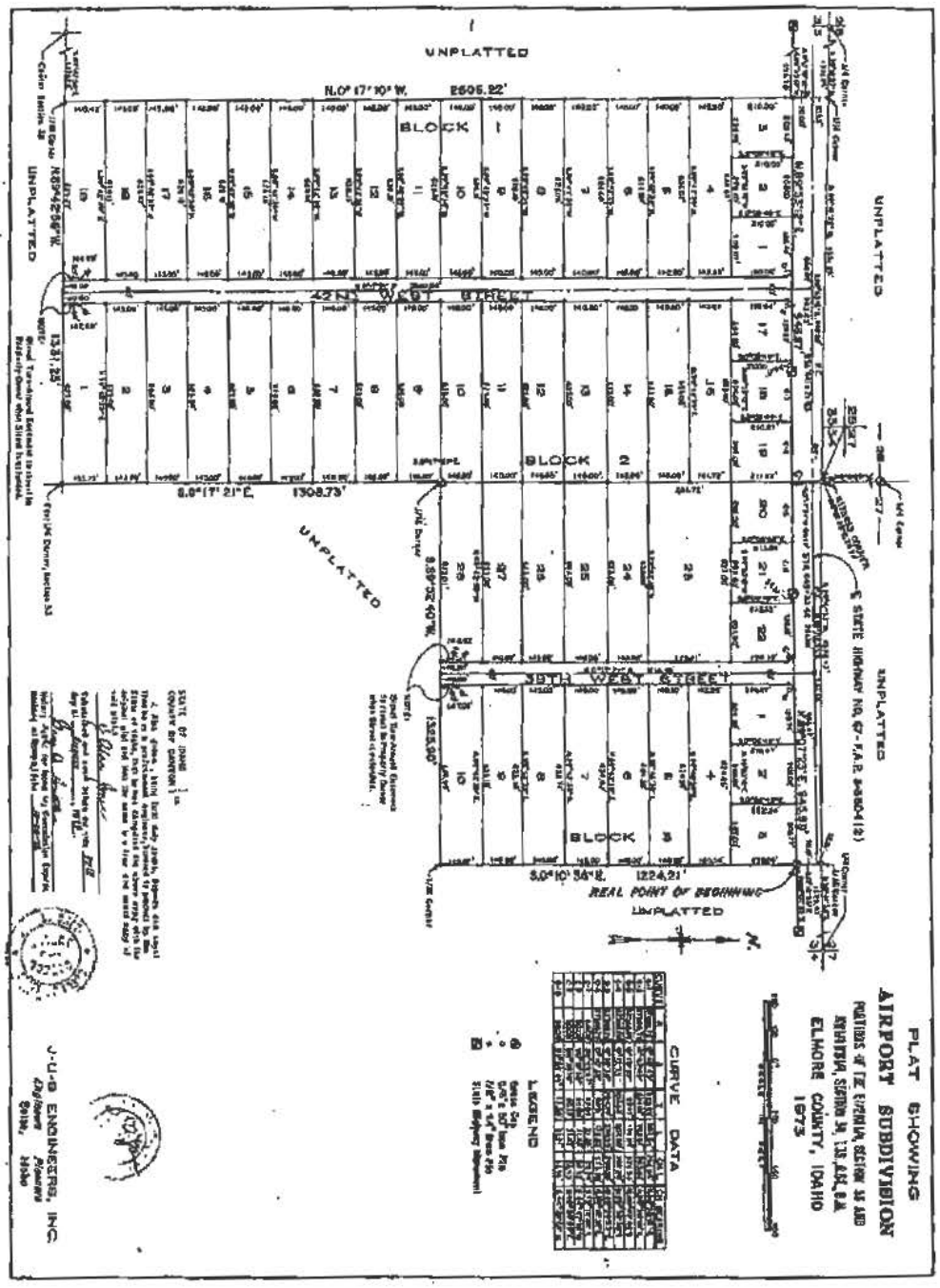
3. Attention is directed to the fact that the pendency of an action, suit or proceeding to recover any portion of the debt remaining secured by the trust deed

OR

The pendency of proceedings under the Bankruptcy Code involving a party having an interest in the property to be affected by the foreclosure of the trust deed from which proper relief from the automatic stay has not yet been secured Will Constitute Impediments To The Commencement Or Maintenance of The Contemplated Trustee's Sale. Except as noted hereafter we find no such proceedings pending in the public records.

4. Attention is called to the Federal Tax Lien Act of 1966, which among other things, provides for the giving of written notice of sale in a specified manner to the District Director of IRS as a requirement for the divestment of a Federal Tax Lien in a non-judicial sale, including any Federal Tax Lien filed at least 30 days prior to the scheduled sale date, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the sale.

5. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said act.


PLAT SHOWING
AIRPORT SUBDIVISION
ELMORE COUNTY, IDAHO
1973
UNPLATTED
BLOCK 1
BLOCK 2
BLOCK 3
42ND WEST STREET
39TH WEST STREET
N.0°17'10"W. 2605.22'
S.0°17'21"E. 1308.73'
S.0°10'34"E. 1224.21'
REAL POINT OF BEGINNING
CURVE DATA
LEGEND
J-U-B ENGINEERS, INC.

MAY 10 '05 17:09 FR WELLS FARGO HOME MTG 208 587 0092 TO 5873325 P.01

5/9/05

Case #

190 North 3rd East
Mountain Home, Idaho 836.
208-587-8428 Fax: 208-587-3325

Closing by 5/23/05

Manufactured Home on Foundation
FHA

NEW ORDER

13473

ORDER BY: Kim Hanson
WELLS FARGO
240 AMERICAN LEGION BLVD.
MOUNTAIN HOME, ID 83647

TYPE OF TRANSACTION: SALE X REFI ___
LOT BOOK ___ 2ND ___ OTHER ___

BUYER/ BORROWER: JACKie C. Weece SS# 526.11.4896
Teresa D. Weece SS# 541.86.2264

BUYER ADDRESS: 100 State Hwy 78/Mtn. Home, ID 83647.

SELLER: Foreclosure SS# ___
SS# ___

SELLER ADDRESS ___

LENDER: WFHM ADDRESS 210 E. Jackson
PHONE 208 587-0097 FAX 208 587-0092

SALES PRICE: $ 100,000.— OWNERS OR PURCHASER'S: ___

LOAN AMOUNT: $ 98,455.— ALTA OR STANDARD: ___

ENDORSEMENTS: 100✓ 116✓ 8.1✓ 6.1 VARIABLE ___ 7 MANUF. TO REAL ___ PUD ___ 102.4 CONST. ___ OTHER ___

PROPERTY ADDRESS 1080 S. 36th W. COUNTY Elmore

LEGAL DESCRIPTION E. ½ of Lot 16 & 18? Block 7

LISTING AGENT Melinda Lierdle
1st Class
587-5776

SELLING AGENT Robin Hawks
1st Class
587-5776

SEND COPIES TO: WFHM / 1st Class

COMMENTS: Original date on contract 5/12

MOBILE HOME Yes PAYOFF INFO. ?
FHA Loan.

000151

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THIS WRITING DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE 04/12/2005

1. REAL ESTATE OFFICES:
LISTING AGENCY 1st Choice Real Estate Office Phone # 208-587-5775
Office Fax# 208-587-0092 E-Mail Other Phone#
Listing Agent Melinda Lipscomb E-Mail Other Phone#
SELLING AGENCY 1st Choice Real Estate Office Phone # 208-587-5775
Office Fax# 208-587-0092 E-Mail Other Phone # 371-4707
Selling Agent ROBIN PARKER E-Mail Other Phone#

2. BUYER: Jackie G. and Teresa D. Wheeler (Hereinafter called "BUYER") agrees to purchase and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 7080 S 34th W City Mountain Home Elmore County, ID, Zip 83647 legally described as: East 1/2 of Lot 14, Block 1, Airport Sub.

OR Legal Description attached as Addendum # A (Addendum shall accompany written offer.)

100,000

3. $ 92,000 PURCHASE PRICE: Ninety-Two Thousand Dollars, payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: Add Cash Down and up to total purchase price, except for 100% financing.

$ 500 (A) EARNEST MONEY: BUYER hereby approves Five Hundred DOLLARS as Earnest Money consisting of: ☐ Cash ☐ personal check ☐ cashier's check ☐ bank cashier's check ☐ other and is receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ non-interest, or ☐ interest bearing account as by SELLER and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other for the benefit of the parties hereto. The appropriate Broker shall be Selling Broker

(B) ALL CASH OFFER: ☒ NO ☐ YES. If this is an all cash offer (proceeds free of mortgage BUYER lien) which Office Approved, IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 0 business days from pre-date of this agreement proof of funds and/or provide necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract for the sale of BUYER'S primary residence or other property to be sold.

$ 91,500 (C) NEW LOAN PROCEEDS: FIRST LOAN of $ 91,500 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ FMA ☐ HD ☐ OTHER will bear interest not to exceed 7 % fixed period of 30 years or ☒ fixed rate ☐ other BUYER shall pay no more than 0 point(s) plus application fee if any. SELLER shall pay no more than 0 point(s). Any reduction in points shall be added to the benefit of the ☐ BUYER ☐ SELLER ☐ divided equally ☒ N/A

$ 0 (D) ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 6).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☐ has ☒ shall apply for such loan(s) within 5 business day(s) of SELLER'S acceptance hereof and 5 business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written verification showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the said time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's earnest money may be returned at BUYER's request. BUYER may also apply for a loan with different conditions and make alternation provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.
FHA / VA: If applicable, it is expressly agreed that, notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price stated in the contract. SELLER agrees to pay fees required by FHA or VA.

$ 0 (E) APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (not including closing costs): Cash or cashier's check to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check, or cashier's check. NOTE: If any of 1st or Earnest Money Accounted or been "backed off", any net shortage between the applicable Earnest and the entire balance of cash funds shall be received at closing or escrow is: ☐ Cash ☐ Other N/A

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PAGE 3 OF 9 PAGES—REAL PROPERTY PURCHASE & SALE AGREEMENT

PROPERTY ADDRESS: 1000 S 200 W Mountain Home ID 83202

13. INSPECTIONS:

(a). BUYER designes ☒ to have inspection ☐ not to have inspection. If BUYER elections not to have inspection n/a lines 144 or 147, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 5 business days after Acceptance, complete these inspections and give to SELLER written notice of disapproval or none. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(b). EPA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD booklet must be signed on or before execution of this agreement.

(c). SATISFACTORY/UNSATISFACTORY INSPECTION CONTINGENCY:

1). If BUYER does not within the period specified prior to SELLER written notice of disapproval of items, BUYER shall unconditionally be deemed to have (a) completed all inspections, investigations, review of applicable documents and photos and (b) satisfied to proceed with the transaction and (c) assumed all liability, responsibility and expense for defects or conditions other than for items which SELLER has otherwise agreed in writing to repair or replace.

2). If BUYER does satisfactorily and timely provide specified prior to SELLER written notice of items disapproved of, BUYER shall provide to SELLER, pertinent documents or written inspection reports. SELLER shall have 5 business days in which to respond in writing. The SELLER, at their option, may correct the items specified by the BUYERS in their letter or any other notice the SELLER agrees to correct the items stated by in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will negative the BUYERS INSPECTION CONTINGENCY.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the seven time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting those deficiencies or giving the SELLER written notice within 6 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the time period specified, BUYER shall unconditionally be deemed to have elected to proceed with the transaction without repairs or corrections other than the items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall leave the property free and clear of liens indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs and repair any damage arising from the inspections. The inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

14. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" containing lead-based paint or lead-hazard paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home"; (b) receipt of Seller's Disclosure of Information and Acknowledgement Form and have been provided with all records, lead reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint, provided to be completed no later than N/A or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this N/A, (e) that if test results show unacceptable levels of lead-based paint on the premises, BUYER has the right to cancel this contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem where such be accomplished before closing, (f) that this contract is operative under the Seller, BUYER'S option hereby waived and be released to BUYER.

15. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE HOME, PROPERTY OR IMPROVEMENTS IS APPROXIMATE, SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT SHOULD BE VERIFIED DURING THE INSPECTION PERIOD.

16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLERS Property Disclosure Form" or other acceptable form. BUYER has received the "SELLERS Property Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☒ N/A

17. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R): BUYER is responsible to obtain and review a copy of the CC&R. Fee is approximately. BUYER has received CC&R's. ☐ Yes ☐ No ☒ N/A

18. HOMEOWNER ASSOCIATION (HOA) ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, the Laws and rules and Regulations of the Association. BUYER is further aware that the Property may be subject to assessments based by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has obtained Homeowner's Association Documents ☐ Yes ☐ No ☒ N/A. Association Transfer fee $ N/A for N/A ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association set up and/or processing TRANSFER FEES of $ N/A at closing.

19. "NOT APPLICABLE DEFINED": The letters "NA," "N/A," "n.a." and "N.A." or words terms any combinations of the other "not applicable." Where the context uses the term "not applicable" or an abbreviation thereof, it shall be understood that the parties have contemplated certain facts or circumstances and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____ 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1000 S. Main W Mountain Home ID 83647

6. OTHER ITEMS AND/OR CONDITIONS: This Agreement is upon and subject to the following special terms, conditions and/or contingencies which must be satisfied prior to closing: All Plumbing, Electrical, Heating and Air Conditioning to be in good working order at time of closing.

n/a
n/a
n/a
n/a

A. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All another fixtures and things that are attached to the property are INCLUDED in THE PURCHASE PRICE, unless excluded below, and shall be unencumbered free of liens. Those items, but are not limited to, all interior door knobs, attached television antennas, satellite dish and mounting equipment, attached plumbing, bathroom and lighting fixtures, window screens, storm doors, storm windows, attached shelving, garage door openers and transmitters, exterior trees, plants or shrubbery, water heating equipment and heaters, attached fireplace equipment, mantels, wainscoting, cooling and heating systems, all electric, cable, telephone, television and satellite systems and equipment, all water systems, wells, pumps, water rights, water shares and ditch rights, if any, and accompanying deeds that are in our or need in connection with the conveyance as shall be included in the sale unless otherwise specified herein. BUYER should satisfy themselves that the price and condition of the property are acceptable. It is agreed that any item included in contract has of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Refrigerator, Stove, Dishwasher.

n/a
n/a
n/a

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: None

n/a
n/a
n/a

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be merchantable and insurable subject to: liens approved in writing prior to closing, state or federal deeds, building or use restrictions, buildings and zoning regulations and ordinances of any governmental unit, and rights of way and easements established and of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No zone, subdivision or deficiencies which are to be discharged or assumed by BUYER or to which title is taken subject to, unless noted, should be noted in this Agreement.

8. TITLE INSURANCE: Notwithstanding the rights of title insurance coverages available when given, these items have been given permission to the signatories, are waived to title to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business days from receipt of the commitment to rid, have free, remove (or) have cure to closing, which which to cause to cause to the condition of the title as shown in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. If the title of said premises is not marketable, or cannot be made so within 5 business days(s) after office containing a written statement of defect is delivered to SELLER, BUYERS Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that First American Title Title Company located at Mountain Home shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects agreed to or set in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The title insurance by the title company is the standard coverage policy as issued to owners of public record. BUYER shall receive a ALTA/ALTA Homeowner's Policy of Title Insurance. If the company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires the coverage other than that required by the paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost over standard coverage needs.

(D). EXTENDED COVERAGE LENDER'S POLICY: If mortgage policy is required, then BUYER desires to have an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally covers unpaid other matters not shown in the public record. The extended coverage lender's policy is solely for the benefit of the lender and only protection covers.

9. MECHANICS LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that identifies certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended notices of lien recording, stop notice, and sub-contractor licensing). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding $1,000 with a homeowner for construction, alteration, repair, or other improvements on real property, or with a residential real property purchaser for the purchase and sale of future constructed property. Each disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER and SELLER acknowledge receipt of this offering date, time and place. BUYER 4/12 SELLER

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1489 S 30th W Moscow/Pullman Home Inc. 94739

17. COSTS PAID BY: Costs in addition to those listed below may be required by BUYER and SELLER unless otherwise noted herein, or provided by law or required by lender, or appropriate permit bonds. The below costs will be paid as indicated. Above costs are subject to last bullpoint requirements. SELLER agrees to pay up to $ 500.00 _____ toward required repair costs only.
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Owner's Policy		X		
Appraisal Reinspection Fee		X			Title Ins. Extended Owner or Lender's Policy – Mortgagee Policy	X			
Closing Escrow Fee		X			Additional Title Coverage	X			
Lender Underwriting Preparation Fee	X				Pest & Tick – subject to inspection by buyer				X
Tax Service Fee		X			Well Inspection		X		
Flood Certification/Monitoring Fee		X			Septic Inspection		X		
Lender Required Inspections		X			Septic Pumping		X		
Adverse Condition Preparation Fee				X	Survey		X		

5/12/05 Per Rebar Standard Only

18. OCCUPANCY: BUYER [X] does [ ] does not intend to occupy property as BUYER's primary residence.

19. FINAL WALK THROUGH: The SELLER shall allow BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 1 business day(s) prior to date of closing, NOT AS A CONTINGENCY OF THIS SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Brokerage of any liability.

20. Risk Of Loss: Prior to closing or title sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall execute with the closing agency all forms and documents necessary to closing the transaction. Closing means the time at which all documents are delivered or deposited by all parties hereto and the entire purchase price is available to SELLER. The closing shall be no later than (Date) April 29, 2005
The parties agree that the CLOSING AGENCY for the transaction shall be First American Title
Located at Moscow/Pullman Phone: _____
If a longer/other closing / escrow is required, then the longer/other closing fee/fee shall be _____ Note: _____

4/29/05

22. POSSESSION: BUYER shall be entitled to possession [X] upon closing or [ ] date _____ time _____ [ ] A.M. [ ] P.M.
Property keys and MRP transmitters (using the last available transmitter) are to be held, held, released and returned, held, transferred or obligations assumed and utilities shall be provided as of Upon Closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby give permission to the lenders and other party to this agreement, to disclose any data from this transaction, including selling price and property address to the Real Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information collected as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's lender.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will execute facsimile and electronic transmitted documents by signing an original document.

BUYER and SELLER acknowledge receipt of a copy of this page, which constitutes page 5 of 12 pages.
Buyer's Initials ( ) ( ) Seller's Initials ( ) ( )
The Real Estate Business is conducted at 1111 Main, Lewiston, Idaho 83501 Phone: (208) 746-3341
REAL ESTATE PURCHASE AND SALE AGREEMENT PAGE 1 of 1 JULY 1997 EDITION

4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: [illegible] Boise, Id. [illegible]

25. SINGULAR AND PLURAL. Terms used include the other, where appropriate.

26. BUSINESS DAYS & HOURS. A business day is hereby defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the laws of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next succeeding business day.

27. SEVERABILITY. In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. ATTORNEY'S FEES. If any party initiates or defends any arbitration or legal action or proceeding which is in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT. If BUYER defaults, in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other legal right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall [illegible] upon the holder of the Earnest Money, (and which demand) said holder shall pay from the Earnest Money the costs incurred by SELLERS broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLERS broker, provided that the amount to be paid to SELLERS broker shall not exceed the broker's agreed to commission. SELLER and BUYER knowingly acknowledge and agree that if SELLER elects to retain the Earnest Money as liquidated damages, such shall be SELLERS sole and exclusive remedy, and such shall not be construed as penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLERS broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

IF SELLER defaults, having approved said sale and fail to consummate the sale as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of the insurance, escrow fees, appraisal, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. The sole remedy available to BUYER in such event shall be limited to the return of the Earnest Money to BUYER or any other legal right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER. Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agent shall not be required to take any action but may await any proceeding, or at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any funds or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS. This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

32. REPRESENTATION CONFIRMATION. Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm legal representation, the brokerage(s) involved and the following representation(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☒ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a MANAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a MANAGENT for the SELLER(S).

[illegible] THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS SIGNED A SEPARATE AGENCY AGREEMENT FOR AGENCY REPRESENTATION.

[illegible] 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1040 S. 30th St. Nampa, Idaho

32. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties regarding the subject matter and supersedes all prior Agreements between the parties regarding such matters, but nevertheless, including, without limitation, any warranty of fitness, agreements or representations not expressly set forth herein shall be binding upon either party.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

35. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 04/14/05 at/prior Time in which property is located 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be returned to BUYER on demand.

37. BUYER'S SIGNATURES: BUYER hereby acknowledges receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER ADDENDA(S) _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature: Jackie L. Weaver — BUYER (Print Name): Jackie L. Weaver
Date: 04/12/2005 Time: 5:00 ☒ a.m. ☐ p.m. — Phone #: _____ Cell #: 208-989-
Address: P.O. Box 183 — City: Greenleaf State: ID Zip: 83617
E-Mail Address: _____ — Fax #: _____

BUYER Signature: _____ — BUYER (Print Name): Terence D. Weaver
Date: _____ Time: _____ ☐ a.m. ☐ p.m. — Phone #: _____ Cell #: _____
Address: _____ — City: _____ State: _____ Zip: _____
E-Mail Address: _____ — Fax: _____

38. SELLER'S SIGNATURES:
On this date, SELLER hereby approved and accepts the transaction set forth in the above Agreement and agrees to carry out all the terms therein on the part of the SELLER. SELLER further acknowledges receipt of a true copy of this Agreement signed by both parties.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDA(S) _____

SUBJECT TO COUNTER OFFER

SELLER Signature: _____ — SELLER (Print Name): _____
Date: 04/12/05 Time: _____ ☐ a.m. ☐ p.m. — Phone #: _____ Cell #: _____
Address: _____ — City: _____ State: _____ Zip: _____
E-Mail Address: _____ — Fax: _____

By Caryn Saladino, REO World
as Attorney Infact for
Chase Home Finance LLC

SELLER Signature: _____ — SELLER (Print Name): _____
Date: _____ Time: _____ ☐ a.m. ☐ p.m. — Phone #: _____ Cell #: _____
Address: _____ — City: _____ State: _____ Zip: _____
E-Mail Address: _____ — Fax: _____

SUBJECT TO
COUNTER OFFER

RE-13 COUNTER OFFER # 2 (L.I.1.01a)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 04/12/05 ID# 04/20/5

ADDRESS: 1060 S 900 W Nampa Home ID 83687

BUYER: Jackie G. and Teresa D. Wiese

SELLER: Chase Home Finance LLC

☐ BUYER ☐ SELLER accepts all of the terms and conditions in the above-designated agreement with the following changes or amendments:

☑ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and representation of any signed original document. Representation of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

1. Purchase price to be $100,000.

2. [illegible] E.M. $1000.

3. Seller to pay upto $2000.00 of buyers closing costs.

100,000.—

2,000.— CC + PP.

on or before 5/12/05

n/a

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior addendums, Amendments and Counter Offers, terms in this Counter Offer shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments or Counter Offers not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this Agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date) 04/14/05 at 5:00 ☐ A.M. ☑ P.M. this Counter Offer shall be deemed to have expired.

BUYER Jackie G. Wiese Dated 04/13/05 Time 2:15 ☐ A.M. ☑ P.M.

BUYER Dated 04/13/05 Time 2:15 ☐ A.M. ☑ P.M.

SELLER Dated 4/22/05 Time ☐ A.M. ☐ P.M.

SELLER By Carya Sebastian, NEO World Dated Time ☐ A.M. ☐ P.M.

Chase Home Finance LLC

RE-13 COUNTER OFFER, REVISED 2/01 EDITION Page 1 of 1

Inspection; "AS IS", "WHERE-IS" Conditions Addendum "A"

This addendum shall be part of and in addition to that certain Purchase Contract (Agreement) by and between Chase Home Finance LLC ("Seller"), and Jackie and Teresa Weece, ("Buyer"), dated 4/12/2005 for the purchase of the property located at property 1060 South 35th West Street, Mountain Home (Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgement that it has investigated, to the extent Buyer deems necessary and in addition to the matters set forth above and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and /or accepts the results of such investigation.

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS," "WHERE IS," condition without recourse, representations or warranties of any kind or nature, expressed or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assigned, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statues, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind of nature, expressed or implied, and in an "AS IS", "WHERE IS" condition based solely on Buyer's own inspection.

Notwithstanding the terms of the Agreement, this Addendum shall supersede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and Addendum.

Seller is selling this Property due to the default of a borrower. Seller foreclosed upon the Property and took possession as a result of that default. Seller has never occupied the Property, and is unfamiliar with the real estate, or any improvement located thereon including, but not limited to its history, condition, construction or prior use.

Buyer shall make independent inspection of the Property upon receipt of the accepted Purchase Contract. Buyer acknowledges that he/she is not relying on any representation of Seller or its Broker. Buyer assumes all risk involved with the property and any defect relating thereto.

Seller does not warrant this property or structure as to habitability or suitability for occupancy, or any use. Buyer shall make an independent determination that the Property conforms with any and all existing local, state or federal building codes, requirements etc.

Buyer hereby accepts the Property in its current condition, the settlement of this sale shall constitute an acknowledgement by Buyer that the Property, including but not limited to the real estate, and any improvements thereon, were acceptable at the time settlement occurred and the sale was closed.

Buyer and Seller agree that the terms and conditions set forth in this Current Condition Addendum are inconsistent with the terms and conditions of the Purchase Contract, then this Current Condition Addendum shall control.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax advisor before signing.

Buyer's Signature(s)

Jackie G. Weece
Date

Date

Seller's Signature(s)

4/12/2005
Date

By: Caryn Saladino

RED WORLD as attorney in fact for
Chase Home Finance LLC

1st Class Real Estate

1150 American Legion
Mountain Home, ID 83647
Office: (208) 587-5776 Fax: (208) 587-9086

Fax Cover

FHA this is a manufactured home or a trailer

Attn: Kim H. From: Robin Hawks

Company: Wells Fargo Date: 4-22-05

Fax: Pages (including cover): 10

RE: Jack Weece

Comments: We finally recieved an answer, let me know if you need anything else. Its going to have to be an as-is appraisal

Thank you

FARGO

Wells Fargo Bank Northwest, NA
Mountain Home
MAC U1809-011
P.O. Box 1210
210 East Jackson
Mountain Home, ID 83647
800 869-3557
208 587-3009 Fax
208 587-7972

Last Page
from:
Kim Heinen
:)

Weece

(1)

FA# 13473

This is a counter offer to the: ☑ Offer, ☐ Counter Offer, ☐ Other _____, dated 4/12/2005

regarding (property address): 1380 South 360 West Street, Mountain Home, ID 83647

between Jackie and Teresa Weece, "Buyer", and Chase Home Finance LLC, "Seller".

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the purchase contract (offer) which require initials by all parties but are not initialed by all parties are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

C.

1. SEE THE ATTACHED COUNTER OFFER EXHIBIT #1 AND THE Chase Home Finance LLC. "AS IS" ADDENDUM

Linda - not sure if you had this part of the contract

D. The following attached supplements are incorporated in the Counter Offer:

☑ Exhibit 1 ☐ _____

☑ addendum 1 ☐ _____

2. ☐ (If Checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently reviewed by Seller in paragraph 6 below and communication of Seller's acceptance is made by delivering a signed copy, in person, by mail or by facsimile, which is personally received, to Buyer or to Melinda Uerdes. Prior to the completion of all these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for the purchase or sale of the Property, any other offer at any time prior to communication of acceptance, as described in paragraph 4. Seller's acceptance of of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer shall revoke this Counter Offer.

4. EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to Melinda Uerdes by 5:00 P.M. on the third calendar day after this Counter Offer is written (or, if checked, ☐ date: 4/12/2005 time: 5 P.M. PDT) this Counter Offer shall be deemed revoked and the deposit shall be returned as agreed. This Counter Offer may be retracted in counterpart.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

_____ Date: 4/12/05 Time: _____ AM/PM

By RED WORLD Key Inland for Chase Home Finance LLC. Date: 4/12/2005 Time: _____ AM/PM

5. ACCEPTANCE: I/We accept the above Counter Offer (if checked) ☐ (SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.

Jackie D. Weece Date: 4-29-05 Time: 2:55 AM/PM

Teresa D. Weece Date: 4-29-05 Time: 2:55 AM/PM

6. MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 6 applies only if paragraph 2 is checked.) By signing below, Seller accepts this Multiple Counter Offer. (NOTE TO SELLER: DO NOT sign on this paragraph until after Buyer signs in paragraph 5.)

_____ Date: _____ Time: _____ AM/PM

_____ Date: _____ Time: _____ AM/PM

ACKNOWLEDGEMENT OF RECEIPT: Receipt of signed acceptance on (date) 4-29-05 at 4-29-05 AM/PM by the maker of the Counter Offer, or other person designated in paragraph 4, (or, if this is a Multiple Counter Offer, by Buyer or other person designated in paragraph 2) is acknowledged.

WORLD WIDE (Initials)

weece. (2)

1083 South 360 West Street, Mountain Home, Id
EXHIBIT "1" - COUNTER OFFER #1

1. Purchase price to be $100,000. Earnest money deposit to be $2000;
2. Buyer's deposit shall be in the form of a cashier's check or certified check payable to seller's escrow company of choice and accompany offer at time of acceptance;
3. Down payment to be a minimum required by buyer's lender of the purchase price;
4. Seller reserves the right to unilaterally cancel this escrow and contract should buyer not comply with any item agreed to in this counteroffer, or if buyer does not obtain written unconditional loan approval by ~~April 15, 2005~~. Buyer is to submit a complete loan package to a conventional lender of buyer's choice within 3 days of acceptance. Buyer to show proof of completed loan package to seller's agent within 7 calendar days of acceptance along with buyer's proof of liquid funds for down payment. Buyer to pay market rate, fees and loan terms at time of funding. Loan terms shall not be a contingency of this contract. *Seller will not pay any of the buyer's fees associated with the financing of this property unless noted below.* The contract or escrow/closing documents are non-assignable.
5. SELLER WILL NOT FINANCE THIS PROPERTY UNDER ANY CIRCUMSTANCES;
6. Close of escrow to be on or before ~~May 13~~, 2005 or sooner. Seller must approve any extension to the close of escrow date, requested by the buyer, in writing. The seller may require buyer's to release a non-refundable 3% earnest money deposit direct to seller for said extension.
7. In the event transaction does not close on or before the date specified in the original escrow instructions/closing documents (or any amendment to those instructions which has been executed by buyer and seller), due to buyer's failure to perform according to the terms of this contract, then buyer agrees to pay to seller, through escrow, $100.00 per day from the scheduled close of escrow to the date of the actual close of escrow. In the event escrow does not close on time for reasons other than buyer's failure to perform then the above described per diem shall not apply. The per diem penalty may not be included in any credit for seller-paid buyer closing costs, and shall be paid by buyer as part of buyer's closing cost.
8. Buyer to declare the manner in which they will hold title to seller at time of acceptance. Title to the property will be conveyed by a *"Special Warranty Deed"* or its equivalent. Seller will not provide buyer with "gap" title insurance coverage. Should the seller not be able to deliver clear and equitable title, this transaction can be terminated unilaterally by the seller and all deposit monies returned to the buyer. In this case, the buyer's agree to hold the seller and it's agents harmless from any and all causes of action.
9. Seller WILL NOT provide a home warranty.
10. Seller will not provide buyer with a Termite Control Report. The seller will not perform any termite treatment or repairs. Buyer to complete all termite work after the close of escrow;
11. All buyer inspections are to take place within 5 calendar days of acceptance at buyer's expense. 10 days for risk assessment on pre – 1978 housing Re: Lead-based paint;
12. Escrow/Closing Company, Title Insurance Company to be 1st American Title and all other services to be seller's choice. Buyer and seller each pay their own closing costs.
13. Seller is a bank and acquired the property through foreclosure thus is exempt from providing a transfer disclosure. The buyer and seller's agents to provide buyer's with the Transfer Disclosure;
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There shall be no new negotiations at the time of walk through;
15. The Chase Manhattan Mortgage Corporation Mortgage Addendum "A" to the Purchase Agreement shall be read and signed by the buyers and shall be incorporated into this contract;
16. The property is being sold in its present "AS IS" condition with no warranties written or implied. No personal property shall be a part of this transaction.
17. All terms and conditions of this purchase contract and any counter offers shall be subject to Chase Manhattan Mortgage Corporation Mortgage Inc. senior management approval;
18. Premiums and property taxes: - all premiums shall be paid current through the close of escrow. Any payments, assessments, or bonds not yet due shall be assumed by buyer. If there is a community Homeowners Association, the seller will not pay any delinquent homeowner dues prior to the date the seller foreclosed on the property, only those after the date of foreclosure;
19. Repair/Inspections: Should seller be non-exempt, buyer to pay for cost of said compliance;
20. Liquidated Damages and Arbitration are excluded in this agreement in their entirety regardless if initiated by buyer and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing of the well or septic system for any clearance reports or certificates;
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and complete;
23. Buyer shall be responsible for the cost of county, city, state or governmental retrofit compliance's or mandatory inspections. Should there be any underground or basement storage tanks, it shall be the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to county/state/city codes after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the contract, the language in the contract and counter offer shall prevail;
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay any transaction fees to agents;
26. Buyer shall not make any repairs to the subject property prior to the close of escrow. Seller will make no repairs to the property.
27. This transaction shall be contingent upon the seller receiving PMI approval by the close of escrow. Seller will make its best effort to have the PMI approval within 21 days of acceptance, should the seller not receive PMI approval, then the transaction shall be cancelled and the earnest money deposit shall be returned to buyer. Be advised that the PMI Company has the complete option to buy this property from the seller at any time during this closing/escrow. Should this event happen, buyer will receive their deposit back and agrees to hold seller and its agent harmless
28. Seller will pay up to $2000. in buyer closing costs & pre-paids. CS

Seller: _____ DATE: 4/12/05
By: RPO Wood as Attorney in fact for Chase Manhattan Mortgage Corporation

BUYER: Jackie D. Weece DATE: 4-29-05

BUYER: Teresa D Weece DATE: 4.29.05

close Date

May 16th CS

May 20th CS

000163

WELLS FARGO

Wells Fargo Bank Northwest, NA
Mountain Home
MAC U1809-011
P.O. Box 1210
210 East Jackson
Mountain Home, ID 83647
800 869-3557
208 587-3009 Fax
208 587-7972

Last Page
from:
Kim Heinen
:)

RE-41 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

DATE 04/12/2005

1. REAL ESTATE OFFICER:

LISTING AGENCY 1st Class Real Estate Office Phone # 208-887-5779
Office Fax # 208-887-9086 E-Mail Other Phone #
Listing Agent Nedrick Lipnicka E-Mail Office Phone #
SELLING AGENCY 1st Class Real Estate Office Phone # 208-887-5779
Office Fax # 208-887-9086 E-Mail Other Phone 941-9703
Selling Agent ROBIN HANKS E-Mail Phone #

2. BUYER: Jackie D. and Tamara D. Wilson (individually called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate (sometimes referred to as "PREMISES" COMMONLY KNOWN AS 1060 S 34th W City Mountain Home Elmore County, ID, Zip 83647 legally described as: East 1/2 of Lot 16, Block 1, Airport Sub.

OR Legal Description Attached as addendum # 0 (Addendum must accompany offer/counter offer.)

3. $ 97,500 PURCHASE PRICE: Ninety-Two Thousand DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

$ 500 (A). EARNEST MONEY: BUYER hereby deposits Five Hundred DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ upon acceptance ☐ other ____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt, or ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other ____ for the benefit of the parties hereto. The responsible Broker shall be Nedrick Lipnicka.

(B). ALL CASH OFFER: ☒ NO ☐ YES. If this is an all cash offer do not complete lines 4C through 4G. If blank, write N/A (not applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 0 business days from the date of this agreement, evidence of sufficient liquid and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

$ 91,500 (C). NEW LOAN PROCEEDS: FIRST LOAN of $ 91,500 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ FHA ☐ RD ☐ OTHER ____ with interest not to exceed 7 % for a period of 30 years at ☒ fixed rate ☐ other ____. SELLER shall pay no more than 6 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Related Broker ☒ N/A

$ 0 (D). ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM, of even date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☐ has ☒ shall apply for such loan(s) within 5 business day(s) of SELLER'S acceptance. Within 5 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the aforementioned time, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may then apply for a loan with different conditions and/or enter into other transaction proposals of other terms and conditions of this Agreement and fulfillment of the new loan does not increase the costs of fulfillment to the SELLER.
FHA / VA: If applicable, it is expressly agreed that, notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposits or otherwise affect BUYER'S good faith given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

$ 0 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above items being accepted or other "adjustments" are not otherwise between the approximate balance and the actual balance of cash to be paid at closing of escrow is: ☐ Cash ☐ Other N/A

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PAGE 2 OF 9 PAGES - RESIDENTIAL PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 1884 S 10th W Mountain Home ID 83647

G. INSPECTION:

(A) BUYER elections ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 144 to 167. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies of BUYER'S expense. BUYER shall, within 5 business days of acceptance, complete these inspections and give to SELLER written notice of disapproval of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection". HUD 92564-CN must be signed on or before execution of this agreement.

(C) SATISFACTORY NOTICE OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the said time period specified give to SELLER written notice of disapproval of items, BUYER shall conclusively be deemed to have (a) completed all inspections, investigations, review of applicable documents and disclosures, (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for those which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the said time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent sections of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items called for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the said time period specified, then the BUYER(S) have the option of either terminating the transaction without the SELLER being responsible for correcting those disapproved items or giving the SELLER written notice within 3 business days that they will not continue with the transaction and will receive their earnest money back.

4). If BUYER does not give such written notice of cancellation within the said time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for those which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all losses, claims, demands, damages and costs and obey any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or governmental employee without the prior consent of SELLER unless required by local law.

H. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home"; (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, lead reports or other information, if any, related to the presence of lead-based paint hazards on subject property; (c) that this contract is contingent upon BUYER right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate; (d) that BUYER hereby ☒ waives ☐ does not waive this N/A; (e) that if test results show unacceptable amount of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER to be given in writing to elect to remove the lead-based paint and correct the problem which must be accomplished before closing; (f) that if the contract is cancelled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

I. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

J. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 24 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☒ N/A

K. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S): BUYER is responsible to obtain and review a copy of the CC& R'S. If applicable, BUYER has received CC& R'S. ☐ Yes ☐ No ☒ N/A

L. MANDATORY HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has received Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association Initiation fee is $ N/A per N/A ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of $ N/A at closing.

M. "NOT APPLICABLE DEFINED": The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER'S INITIALS: JMW SELLER'S INITIALS: 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1663 S 8th W Mountain Home ID#: 83647

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, conditions and/or contingencies which must be satisfied prior to closing: All Plumbing, Electrical, Heating and Air Conditioning to be in good working order at time of closing.

n/a
n/a
n/a
n/a

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and things that are attached to the property are INCLUDED in THE PURCHASE PRICE (unless mentioned below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and monitoring equipment, attached plumbing, bathroom and kitchen fixtures, window screens, storm doors, storm windows, storm doors, all exterior shutters, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating equipment and fixtures, attached fireplace equipment, furnace, ventilating, cooling and heating systems, all pumps, pools, built-in dishwashers, hot tubs and irrigation fixtures and equipment, all water systems, wells, springs, water rights, water rights, fixtures and stock rights, if any, that are appurtenant thereto or are now used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself as to the nature and condition of the property and personalty. It is agreed that any item included in section 6 in or personal value less than $100.

(a). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Refrigerator, Stove, Dishwasher.

n/a
n/a
n/a

(b). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: none

n/a
n/a
n/a

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established of of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at time of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available, otherwise those listed below and pertinent to this agreement are outlined to aid the company about any other coverages available.

(a). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not later than twenty-four (24) hours prior to closing, upon which is subject in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or objected to made as which 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money Deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance commitment fee, escrow and legal fees, if any.

(b). TITLE COMPANY: The parties agree that First American Title Title Company located at Mountain Home shall provide the policy and preliminary report or commitment.

(c). STANDARD COVERAGE OWNER'S POLICY: SELLER shall refer a reputable title company closing function to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects described set out in this Agreement to be discharged or approved by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a STANDARD Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage over and that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost within customary practical limits.

(d). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) obtain an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain defects not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby advised that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights affected to the homeowner (e.g. lien waivers, general liability insurance, recorded notices of the insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract to an amount exceeding $2,500 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

SELLER: _____ SELLER: _____ BUYER: _____ BUYER: _____

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PROPERTY ADDRESS: 1808 C 3001 W Mountain Home ID# 047205

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or prohibited by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan programs requirements. SELLER Agrees to pay up to $ 500.00 for lender required repair costs only.
BUYER or SELLER has the option to pay any further required repair costs in excess of the amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee		X			Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	X			
Closing Escrow Fee		X			Additional Title Coverage	X			
Lender Document Preparation Fee	X				Real in Tank – Amount to be determined by Buyer				X
Tax Service Fee		X			Well Inspection		X		
Flood Certification/Tracking Fee		X			Septic Inspection		X		
Lender Required Inspection		X			Septic Pumping		X		
Attorney Contract Preparation Fee				X	Survey		X		

18. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER's primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 1 calendar day(s) prior to time of closing, NOT AS A CONTINGENCY OF THE SALE, but for purposes of verifying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

20. RISK OF LOSS: prior to closing of the sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete the transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be on or after the (Date) April 20, 2005.
The parties agree for the CLOSING AGENCY in this transaction shall be First American Title
Located in Mountain Home
If a long-term escrow / collection is involved, then the long-term escrow holder shall be n/a

22. POSSESSION: BUYER shall be entitled to possession: ☒ upon closing or ☐ date _____ time _____ ☐ a.m. ☐ p.m.
Property taxes and water assessments (since the last invoice) accruing on a basis, rents, interest and reserves, dues, assessments or obligations assumed and utilities shall be prorated as of Upon Closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and other party to this Agreement, to disclose sale data from this transaction, including selling price and property address in the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information provided as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's broker.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be treated as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

REVISED when: 5/4/ BUYER initial: _____ SELLER initial: _____ DATE: 4/12

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been approved by a committee of its members. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Copyright date above indicates last revision to this form. All rights reserved.
REALTORS®, INC. BY ACCEPTING THIS FORM, YOU AGREE TO THE TERMS OF THE LICENSE AGREEMENT.
READ CAREFULLY. PURCHASE AND SALE AGREEMENT PAGE 4 OF 9 PAGES REVISED

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PAGE 6 OF 7 PAGES – REAL PURCHASE & SALE AGREEMENT

PROPERTY ADDRESS: 1089 S 3rd W Mountain Home ID# 064885

25. SINGULAR AND PLURAL. Terms used include the other, where appropriate.

26. BUSINESS DAYS & HOURS. A business day is hereby defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the laws of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceeding which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including court costs and fees on appeal.

29. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the sale as herein agreed, BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: NOTWITHSTANDING any termination of this contract, Buyer and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signatory of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm who in the transaction the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☒ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has read, and understands the Agency Disclosure Brochure provided or approved by the Idaho Real Estate Commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER initial here: JCJ/L BUYER initial here: JK/JK

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1109 S 36th W Boundary Idaho ID#: 04/1280

33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties regarding the matters herein set forth and supersedes all prior Agreements between the parties regarding such matters, no warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

36. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 04/14/05 (Local Time in which property is located) 8:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Deposit Money shall be refunded to BUYER on demand.

37. BUYER'S SIGNATURES: We hereby acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature: Jackie D. Weece — BUYER (Print Name): Jackie D. Weece
Date 04/12/05 Time 8:00 ☒ a.m. ☐ p.m. — Phone # _____ Cell # 230-0630
Address P.O. Box 193 — City Grangeville State ID Zip 83547
E-Mail Address _____ — Fax # _____
BUYER Signature _____ — BUYER (Print Name): Teresa D. Weece
Date _____ Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

38. SELLER'S SIGNATURES:
On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURES SUBJECT TO ATTACHED ADDENDUM(S) #_____

SUBJECT TO COUNTER OFFER

SELLER Signature _____ — SELLER (Print Name): _____
Date 4/12/05 Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

By Caryn Saladino, REO World
as Attorney Intact for
Chase Home Finance LLC

SELLER Signature _____ — SELLER (Print Name): _____
Date _____ Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

SUBJECT TO
COUNTER OFFER

RE-13 COUNTER OFFER # 2 (1, 2, 3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money

Earnest Money Dated: 04/12/05 ID# 041205

ADDRESS: 1888 S 3800 W, Mountain Home ID 83647

BUYER: Jackie G. and Teresa D. Weece

SELLER: Chase Home Finance LLC.

☐ BUYER ☐ SELLER accepts all of the terms and conditions in the above-designated agreement with the following changes or amendments:

☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

1. Purchase price to be $190,000.

2. ~~Seller to pay up to $2000.00 of buyers closing costs.~~ E.M $1000.—

3. Seller to pay upto $2000.00 of buyers closing costs.

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

n/a

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments and Counter Offers, terms in this Counter Offer shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments or Counter Offers not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date) 04/14/05 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

BUYER Jackie G Weece Dated 04/13/05 Time 7:15 ☐ A.M. ☒ P.M.

BUYER Dated 04/13/05 Time 7:18 ☐ A.M. ☒ P.M.

SELLER Dated 4/22/05 Time ☐ A.M. ☐ P.M.

SELLER By Caryn Seladino, RED World Dated Time ☐ A.M. ☐ P.M.

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Chase Home Finance

RE-13 COUNTER OFFER, 2005 EDITION Page 1 of 1

CHASE

DISCLOSURE AND RELEASE REGARDING MOLD ADDENDUM TO SALES CONTRACT

This Disclosure and Release Regarding Mold Addendum to Sales Contract ("Disclosure and Release") Bet Jackie Weece ("Buyer"), Chase Home Finance, LLC ("Seller") and Seller's listing agent/brok Melinda Lierde (Real Estate Broker), for the property located a

1080 South 36th West Street Mountain Home ID 83647 (the "Property").

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems.

Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release and indemnify Seller and Real Estate Broker, their officers, employees, agents, heirs, executors, administrators, successors or assigns from any liability/recourse/damages (financial or

Buyer hereby acknowledges reading this Disclosure and Release, and is aware of the conditions set forth therein. This Disclosure and Release is executed voluntarily, for good and valuable consideration, the receipt of which is hereby acknowledged, and with full knowledge of its significance.

Seller and the Real Estate Broker, and their employees and agents are not qualified to inspect the Property for mold or other microscopic organisms that may exist or make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release is to put Buyer on notice to conduct his/her/their own due diligence regarding this matter using appropriate, qualified experts.

CHASE HOME FINANCE, LLC

By: Caryn Saladino 4/12/05
Date

Printed Name:

Its: By Caryn Saladino, REO World as Attorney Infact for Chase Home Finance LLC

Jackie D. Weece 4/12/05
Buyer Signature Date

Jackie Weece
Printed Name

Buyer Signature Date

Printed Name

Selling Broker/Agt Date

Printed Name

Inspection: "AS IS", "WHERE-IS" Conditions Addendum "A"

This addendum shall be part of and in addition to that certain Purchase Contract (Agreement) by and between Chase Home Finance LLC ("Seller"), and Jackie and Teresa Weece, ("Buyer"), dated 4/12/2005 for the purchase of the property located at property 1080 South 36th West Street, Mountain Home (Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgement that it has investigated, to the extent Buyer deems necessary and in addition to the matters set forth above and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and /or accepts the results of such investigation.

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS," "WHERE IS," condition without recourse, representations or warranties of any kind or nature, expressed or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statues, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind of nature, expressed or implied, and in an "AS IS", "WHERE IS" condition based solely on Buyer's own inspection.

Notwithstanding the terms of the Agreement, this Addendum shall supercede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and Addendum.

Seller is selling this Property due to the default of a borrower. Seller foreclosed upon the Property and took possession as a result of that default. Seller has never occupied the Property, and is unfamiliar with the real estate, or any improvement located thereon including, but not limited to its history, condition, construction or prior use.

Buyer shall make independent inspection of the Property upon receipt of the accepted Purchase Contract. Buyer acknowledges that he/she is not relying on any representation of Seller or its Broker. Buyer assumes all risk involved with the property and any defect relating thereto.

Seller does not warrant the property or structure as to habitability or suitability for occupancy, or any use. Buyer shall make an independent determination that the Property conforms with any and all existing local, state or federal building codes, requirements etc.
Buyer hereby accepts the Property in its current condition, the settlement of this sale shall constitute an acknowledgement by Buyer that the Property, including but not limited to the real estate, and any improvements thereon, were acceptable at the time settlement occurred and the sale was closed.

Buyer and Seller agree that the terms and conditions set forth in this Current Condition Addendum are inconsistent with the terms and conditions of the Purchase Contract, then this Current Condition Addendum shall control.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax advisor before signing.

Buyer's Signature(s)

Jackie Weece 4/12/05
Date

Date

Seller's Signature(s)

4/12/2005
Date

By: Caryn Saladino

REO WORLD as attorney in fact for
Chase Home Finance LLC

1st Class Real Estate

1150 American Legion
Mountain Home, ID 83647
Office: (208) 587-5776 Fax: (208) 587-9086

13473

Fax Cover

Attn: Ali hadus From: Robin Hawks

Company: 1st American Date: 4-22-05

Fax: Pages (including cover): 10

RE: 1080 S 36th W

Comments:

Thank you

RE-41 ADDENDUM/AMENDMENT # _____ (1 2 3 etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE YOU SIGN IT.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money ("Agreement" means the pre-printed paper in which references for agreement such as Sections 1).
("Amendment" means the form is being used to change, correct or delete the agreement such as extensions, or line or deletion of a term).

Earnest Money Date: April 12, 2005, 10:00 AM/PM
ADDRESS: 9000 S 50th W Mountain Home ID 83647
BUYERS: Jackie G. and Teresa D. Wheeler
SELLERS: Chase/RED World

The undersigned parties hereby agree as follows:

1. Closing to on or before May 27, 2005.
2. n/a
3. n/a
4. n/a
5. n/a
6. n/a
7. n/a
8. n/a
9. n/a
10. n/a
11. n/a
12. n/a
13. n/a
14. n/a
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24. n/a
25. n/a
26. n/a
27. n/a
28. n/a
29. n/a
30. n/a
31. n/a
32. n/a
33. n/a

To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement not including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the agreement and Agreement.

Date May 19, 2005 Time _____ AM/PM Buyer: Jackie G. Wheeler Teresa D. Wheeler
Date 5/19/05 Time _____ AM/PM Seller: Chase/RED World Inc. or LLC

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RE/MAX ADDENDUM/AMENDMENT REVISED 10/03 PAGE 1 OF 1

RE-11 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☑ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money ("Agreement") means that the information below is added material for the agreement (such as lists of inclusions). ("Amendment" means the form is being used to change, correct or revoke the agreement (such as modification, addition or deletion of a term).

Earnest Money Dated: April 12, 2005, D.B. 941298

ADDRESS: 1680 S 30th W Idaho Falls Home ID 83402

BUYER(S): Jackie G. and Teresa D. Weeks

SELLER(S): Chase/REO World

1080 to 1085

The undersigned parties hereby agree as follows:

1. Address 1680 S. 30th W. Also known as 1685 S. 29th W.
2. All other terms and conditions to remain the same.

n/a
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To the extent this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

This form is a legal document, upon its execution by both parties, it forms an integral part of the aforementioned Agreement.

Date 5/13/05 Time 11:45 AM/PM Buyer Jackie G. Weeks
Date 5/13/05 Time _____ AM/PM Seller Chase/REO World as Agent for Fannie Mae Teresa D. Weeks

This form is copyrighted and derivative thereof is the property of REAL TOOLS, Inc. [illegible]

Weece

(1)

[redacted]

This is a counter offer to the: ☑ Offer, ☐ Counter Offer, ☐ Other _____ dated 4/13/2005

regarding (property address): 1008 South 8th West Street, Mountain Home, ID 83647

between Jackie and Tonya Weece, "Buyer", and Chase Home Finance LLC, "Seller".

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 2C of this or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be subject to all in the same proportion as in the original offer.

C. 1. SEE THE ATTACHED SELLERS DEBIT SOCIETY #5 AND THE Chase Home Finance LLC.
SALE TIP ADDENDUM

D. The following attached addendums are incorporated in the Counter Offer:

☑ Addendum 1 ☐ _____

☑ Addendum 2 ☐ _____

2. ☐ (If checked) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another or others for the property on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall be subject to Seller being able to enter into a binding contract with Buyer if Seller's acceptance is subsequently received by Buyer in paragraph 4 beyond the consideration of Seller's acceptance is made by delivering a signed copy to Buyer, by mail or by facsimile, which is personally received by Buyer or to Melinda Larsen and/or sale of the property. Prior to the completion of all these events, Buyer and Seller will have no duties or obligations for the

3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for the purchase or sale of the Property, any other offer at any time prior to consideration of acceptance, as described in paragraph 4. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer will revoke this Counter Offer.

4. EXPIRATION: Unless acceptance of the Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to Melinda Larsen by 5:00 P.M. on the third calendar day after this Counter Offer is written (or, if checked, ☐ date: _____ or ☐ time: _____ P.M.), this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

If the person(s) making the Counter Offer are the same person, receipt of a copy is waived. Initials:

_____ Date: 4/12/05 Time: _____ AM/PM

_____ Date: 4/12/05 Time: _____ AM/PM

5. ACCEPTANCE: I/We accept the same Counter Offer as checked. ☐ SUBJECT TO THE ATTACHED COUNTER COUNTER

and acknowledge receipt of a copy.

Jackie M Weece Date: 4-29-05 Time: 2:55 AM/PM

Tonya D. Weece Date: 4-29-05 Time: 2:55 AM/PM

6. MULTIPLE COUNTER OFFER SIGNATURE LINE (Paragraph 2 applies only if paragraph 2 is checked.)
By signing below, Seller accepts the Multiple Counter Offer. (NOTE TO SELLER: Do not sign in this paragraph until after Buyer signs in paragraph 5.)

_____ Date: _____ Time: _____ AM/PM

_____ Date: _____ Time: _____ AM/PM

ACKNOWLEDGEMENT OF RECEIPT: Receipt of signed acceptance on (date) 4-29-05 at 4-29-05 AM/PM by the maker of the Counter Offer, or other person designated in paragraph 4, (or, if the Offer is a Multiple Offer or Other, by Buyer or other person designated in paragraph 2) is acknowledged.

MONTANA OFFICE

weece. ②

1005 South 36th West Sioux Falls, South Dakota 57105

EXHIBIT "C" - COUNTER OFFER #1

1. Purchase price to be $150,000. Earnest money deposit to be $2500;
2. Buyer's deposit shall be in the form of a cashier's check or certified check payable to seller. [illegible] escrow company of choice and accompany offer at time of acceptance;
3. Down payment to be a minimum required by buyer's lender of the purchase price;
4. Seller reserves the right to unilaterally cancel the contract and contract should buyer not co[illegible] with any loan agreed to in this counteroffer, or if buyer does not obtain written conditio[illegible] approval by April 6, 2005. Buyer is to submit a complete loan package to a mortgagee [illegible] within 3 days of acceptance. Buyer to show proof of completed loan package to seller's ag[illegible] of acceptance along with buyer's proof of liquid funds for down payment. Buyer to pay its [illegible] at time of funding. Loan terms shall not be a contingency of this contract. Seller will not pa[illegible] with the financing of this property unless noted below. The contract or escrow closing d[illegible]
5. SELLER WILL NOT FINANCE THIS PROPERTY UNDER ANY CIRCUMSTANCE[illegible]
6. Close of escrow to be on or before January, 2005 or sooner. Seller may approve any e[illegible] of closing date, requested by the buyer, in writing. The seller may require buyer's to close [illegible] refundable 1% earnest money deposit direct to seller for said extension.
7. In the event transaction does not close on or before the date specified in the original con[illegible] (or any amendment to that transaction which has been executed by buyer and seller), the [illegible] according to the terms of this contract, that buyer agrees to pay to seller, through escrow, $ [illegible] close of escrow to the date of the actual close of escrow. In the event escrow does not close [illegible] buyer's failure to perform then the above described per diem shall not apply. The per diem [illegible] any credit for seller-paid buyer closing cost, and shall be paid by buyer as part of buyer's [illegible]
8. Buyer to declare the manner in which they will hold title to seller at time of acceptance. T[illegible] conveyed by a "Special Warranty Deed" or its equivalent. Seller will not provide buyer w[illegible] Should the seller not be able to deliver clear and equitable title, this transaction can be ter[illegible] deposit monies returned to the buyer. In this case, the buyer's agree to hold the seller and [illegible] agents harmless from any and all causes of action.
9. Seller WILL NOT provide a home warranty.
10. Seller will not provide buyer with a Termite Control Report. The seller will not perform a [illegible] termite treatment or repairs. Buyer to complete all termite work after the close of escrow.
11. All buyer inspections are to take place within 5 calendar days of acceptance at buyer's exp[illegible] 15 days for risk assessment on pre - 1978 housing Re: Lead-based paint.
12. Escrow/Closing Company. This transaction Company to be 1st American Title and all prior[illegible] Buyer and seller each pay their own closing costs.
13. Seller is a bank and acquired the property through foreclosure thus is exempt from providi[illegible] The buyer and seller's agents to provide buyer's with the Transfer Disclosure.
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There [illegible] be no new negotiations at the time of walk through.
15. The Chase Manhattan Mortgage Corporation Mortgage Addendum "A" to the Purchase A[illegible] shall be read and signed by the buyers and shall be incorporated into the contract.
16. The property is being sold in its present "AS IS" condition with no warranties written or in[illegible]. No personal property shall be a part of this transaction.
17. All terms and conditions of this purchase contract and any counter offers shall be subject to Chase Manhattan Mortgage Corporation Mortgage Inc. seller management approval.
18. Premium and property taxes - all premiums shall be paid current through the close of escrow. Any premium, assessments, or bonds not yet due shall be assumed by buyer. I[illegible] Homeowners Association, the seller will not pay any delinquent homeowner dues prior to [illegible] the seller foreclosed on the property, only those after the date of foreclosure.
19. Repairs/Inspections Should seller be non-exempt, buyer to pay for cost of said compliance.
20. Liquidated Damages and Arbitration are included in this contract as their agency requirl[illegible] initialed by buyers and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing [illegible] this well or septic system for any structural repairs or replacement.
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and c[illegible]
23. Buyer shall be responsible for the cost of survey, city, state or governmental mandate compl[illegible] and/or mandatory inspections. Should there be any missing point or improper storage tanks, it shall [illegible] the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to compliance [illegible] after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the [illegible] than the language in the contract and counter offer shall prevail;
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay [illegible] transaction fees or bonds;
26. Buyer shall not make any repairs to the subject property prior to the close of escrow. Seller [illegible] will make no repairs to the property.
27. This transaction shall be contingent upon the seller receiving FNMA approval by the close of escrow. Seller will make its best effort to have the FNMA approval within 30 days of acceptance, should the seller not receive FNMA a[illegible] proval, then the transaction shall be nullified and the earnest money deposit shall be returned to buyer. Be advised that the FN[illegible] Company has the complete option to buy this property from the seller at any time during this contract period. Should this event h[illegible] occur, buyer will receive their deposit back and agrees to hold seller and its agent harmless.

28. Seller will pay up to $[illegible] in buyer closing costs & pre-paids. CT

Seller: _____ DATE: 4/28/05

DENOTED WITH an Affinity to the Chase Manhattan Mortgage Corporation

BUYER: [illegible] DATE: 4-29-05

BUYER: Teresa D. Weece DATE: 4-29-05

FORM 21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS, IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

FOR 04/12/05 DATE 04/12/2005

1. REAL ESTATE OFFICES:

LISTING AGENCY 1st Class Real Estate Office Phone # 208-587-9886
Office Fax # 208-587-9886 E-Mail Other Phone #
Listing Agent Melissa Lincoln E-Mail Other Phone #
SELLING AGENCY 1st Class Real Estate Office Phone # 208-587-9886
Office Fax # 208-587-9886 E-Mail Other Phone # 871-4702
Selling Agent ROBIN HAWKS E-Mail Other Phone #

2. BUYER: Jackie D. and Teresa D. Weece (hereinafter called "BUYER") agrees to purchase and the undersigned SELLER agrees to sell the following described real estate (hereinafter referred to as "PREMISES") commonly known as 1080 S 24th W in the City of Mountain Home in the County of Elmore, State of Idaho, legally described as: East 1/2 of Lot 16, Block 1, Airport Sub.

OR Legal Description Attached as Addendum #____ (initialed by both parties and signed by both parties)

100,000

3. $ 92,000 PURCHASE PRICE: Ninety-Two Thousand DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E total add up to total purchase price, except for 100% financing.

$2000 cc+pp

3.$ 500 (A). EARNEST MONEY: BUYER hereby deposits Five Hundred DOLLARS as Earnest Money (deposit) by: ☐ check ☒ personal check ☐ cashier's check ☐ loan (see below) ☐ other ____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt, or ☒ upon acceptance of terms and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other ____ for the benefit of the parties hereto. The responsible Broker shall be Melissa Lincoln.

(B). ALL CASH OFFER: ☒ NO ☐ YES. This has absolutely no purpose (see B through K) unless marked. (Not Applicable). If CASH OFFER, BUYER'S COMMITMENT TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 2 business days from the date of this agreement evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or commitment for the sale of BUYER'S banks mortgage or other property to be sold.

3.$ 91,500 (C). NEW LOAN PROCEEDS: FIRST LOAN of $ 91,500 (not including mortgage insurance). This Agreement is contingent upon BUYER obtaining ☐ FHA ☐ VA ☒ CONVENTIONAL ☐ RHA ☐ RD ☐ OTHER ____ with interest not to exceed 7 % for a period of 30 years at ☒ fixed rate ☐ other ____. BUYER shall pay no more than 2 points plus origination fee. Every SELLER shall pay no more than 4 points. Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Mutual Impacts ☒ N/A

$ 0 (D). ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 9).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of even date, attached hereto, signed by both parties.

LOAN APPLICATION: BUYER ☐ has ☒ will apply for such loan(s) within 5 business days of SELLER'S acceptance within 6 business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report. Income verification, debt ratios in a manner acceptable to the SELLER and support only the property appraised and that lender underwriting. If such written confirmation is not received by SELLER within the which time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at or above the purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and place impounds provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

FHA / VA: If applicable, it is expressly agreed that, notwithstanding any other provisions of the contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

$ 0 (E). APPROXIMATE FUNDS DUE FROM BUYER AT CLOSING (not including closing costs): Cash or otherwise to be paid by BUYER at closing in GOOD FUNDS, bank/cashier check, electronic transfer funds, certified check to seller's check. NOTE: If any of above items being financing or loan funded by any institutional lender, the approximate balance the approximate balance of cash funds shall be adjusted at closing or escrow to: ☐ Cash ☐ Other: N/A

1/12 SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PAGE 2 OF 5 PAGES – HIGH PERFORMANCE SALES AGREEMENT

PROPERTY ADDRESS: 1204 S 2000 W Bennett Home ID#: 041206

19. INSPECTION.

(a) BUYER at BUYER's ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 144 to 197. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER's expense. BUYER shall, within 5 calendar days of acceptance, complete these inspections and give to SELLER written notice of disapproval of form. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with expertise (qualifications in several disciplines of the entire property.

(b) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(c) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCY:

1). If BUYER does not, within the strict time period specified, give to SELLER written notice of disapproval of form, BUYER shall conclusively be deemed to have (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of form disapproval or, BUYER shall provide to SELLER paid and conclusive or written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the form as requested by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the form asked for in the BUYERS' form, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS' inspection contingency.

3). If the SELLER elects not to correct the disapproved form, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or alterations other than the items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens, indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs and repair any damage arising from the inspections, the inspections may be made by any governmental building or zoning inspector or government employee without the further consent of SELLER unless required by local law.

21. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home"; (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint records on said property; (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate; (d) that BUYER hereby ☒ believes ☐ does not believe this N/A; (e) that if lead hazards are found, removal of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) in which to remove the lead-based paint and correct the premises which must be accomplished before closing; (f) that if the contract is terminated under this clause, BUYER's earnest money deposit will be returned to BUYER.

22. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

23. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 23 Idaho Code, SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☒ N/A

24. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S): SELLER is responsible to obtain and review a copy of the CC&R's of building. BUYER has received CC&R's. ☐ Yes ☐ No ☒ N/A

25. HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association, described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has received Homeowner's Association Disclosure: ☐ Yes ☐ No ☒ N/A. Association Dues are $ N/A per N/A ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association DUE for similar property TRANSFER FEES of $ N/A at closing.

26. "NOT APPLICABLE (N/A)": The letters "N/A", "n.a." and "N/A" or the word "not applicable" or the term "not applicable" where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to this Agreement or transaction herein.

BUYER'S INITIALS: [illegible] SELLER'S INITIALS: [illegible] 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1200 S 9th W Mountain Home

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, conditions and/or contingencies which must be satisfied prior to closing: All Plumbing, Electrical, Heating and Air Conditioning to be in good working order at time of closing.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All window blinds and things that are attached to the property are INCLUDED IN THE PURCHASE PRICE (WHERE CHECKED below), and shall be conveyed free of liens. Items listed, but not limited to, all attached floor coverings, television antennas, satellite dish and receiving equipment, central vacuums, bathroom and lighting fixtures, window screens, curtain rods, drapery rods, all window shades, garage door opener(s) and transmitter(s), water beds, plants or shrubbery, water cooling systems and heaters, attached fireplace equipment, earrings, mantlepiece, cooling and heating systems or equipment, stoves, built-in dishwashers, hot tubs and spa/hot tub equipment, all water sprinkler, well, spring, water, water rights, shares and ditch rights. If any, list the equipment/items that are leased or used in conjunction with the property and not to be included in the sale below otherwise provided herein. BUYER should satisfy himself/herself as to the price and condition of the property are acceptable. (It is agreed that any item included in section 6 is of no value unless less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Refrigerator, Stove, Dishwasher.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: None

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, free of encumbrances except as provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights-of-way and easements established of of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of proceeds of escrow at date of closing. No liens, encumbrances or defects which are to be discharged or adjusted by BUYER or to which title is taken subject to, shall unless otherwise stated in this Agreement.

8. TITLE INSURANCE: There may be some of the indicated coverages available other than those listed herein and parties to this agreement are advised to ask a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made certain, 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of the insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that First American Title Title Company located at Mountain Home shall provide the title insurance and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects described in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a EXTENDED Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any premium in cash unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY: The mortgagee policy of title insurance required by SELLER (hereinafter referred to as Extended Coverage Lender's Policy). The extended coverage lender's policy covers matters of public record and additionally insures against certain matters not shown in the public record. The extended coverage lender's policy is policy for the benefit of the lender and only protects the lender.

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "Disclosure Statement" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waiver, payment policy language, internal notices of lien insurance, surety bonds, and non-contractor litigation). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding $2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a materialmen for the purchase and sale of newly developed property. Such disclosure is the responsibility of the General Contractor and is not the duty of your agent to obtain the information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 of any regarding the General Contractor Disclosure Statement.

BUYER INITIALS: _____ SELLER INITIALS: _____ 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1489 S 300 W Mountain Home DATE: 04/12/05

17. COSTS PAID BY: Costs in addition to those listed below may be required by BUYER and SELLER using otherwise agreed terms, or penalties by law or required by lender, or otherwise noted herein. The below costs will be paid at Indexed, Above costs are subject to lent program requirements. SELLER agrees to buy up to $ 500.00 Under required repair costs only.
BUYER or SELLER has the option to pay any further required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Owner's Policy		X		
Appraisal Reinspection Fee		X			Title Ins. Lender's Policy – Mortgagee Policy	X			
Closing Escrow Fee		X			Additional Title Coverage	X			
Lender Document Preparation Fee	X				Pest Ins. – Amount to be Determined by Buyer				X
Tax Service Fee		X			Well Inspection		X		
Flood Certification/Tracking Fee		X			Septic Inspection		X		
Lender Required Inspections		X			Septic Pumping		X		
Mortgage Credit Reinspection Fee				X	Survey		X		

18. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER's primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 1 calendar day(s) prior to close of escrow. NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure of the utilities are turned on for the walk through except for pilots and leaks. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

20. RISK OF LOSS: prior to closing or title sale, all risk of loss shall reside with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and documents necessary to complete the transaction. Closing means the date on which all documents are either recorded or accepted by the escrow agent and the sale proceeds are available to SELLER. The closing shall be on (date) April 22, 2005
The parties know that the CLOSING AGENCY for this transaction shall be First American Title
Located at Mountain Home
If a longtime escrow / relocation is involved, then the longtime escrow location shall be _____

22. POSSESSION: BUYER shall be entitled to possession ☒ upon closing of ☐ date _____ from _____ ☐ a.m. ☐ p.m.
Property taxes and water assessments (using the last available assessment as a basis), rents, interest and rentals, dues, homeowner or condominium assessments and utilities shall be prorated as of Upon Closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby give permission to the lender and other party to the agreement, to release such data from this transaction, including selling price and property address, to the Real Association / Board of REALTORS®, its members, its members' associates, appraisers and other professionals users of real estate information. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or other party's broker.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

4/12

SUBJECT TO COUNTER OFFER

4/29/05

4/29/05

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1[illegible] W Mountain Home ID 8[illegible]

25. SINGULAR AND PLURAL. Terms used herein the singular, shall also apply to the plural.

26. BUSINESS DAYS & HOURS. A business day is hereby defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday. Our chief is before they include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the date for performance shall be the next subsequent business day.

27. SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

28. ATTORNEY'S FEES: If there ever initiated or defended any arbitration, or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: IF BUYER defaults: In the performance of this Agreement, SELLER has the option of (1) retaining the Earnest Money as liquidated damages for (2) pursuing any other legal right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLERS Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees and shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLERS BROKER provided that the amount to be paid to SELLERS Broker shall not exceed the broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLERS sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLERS Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance fee, the transaction escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, pending approved sold only and title to commencement the costs as herein agreed, BUYER's Earnest Money deposit shall be returned to Buyer and SELLER shall pay for the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall nothing considered as a waiver by BUYER of any other legal right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / BITTERS DILEMMA: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or escrow agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or escrow agency shall not be required to take any action but may await any proceeding, or Broker or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of both blanket copies or the same agreement. Each blanket copy of the agreement signed in counterparts is deemed to be an original, and all blanket copy so shall together constitute one and the same transaction.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage business had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☒ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a MANAGER for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a MANAGER for the SELLER(S).

[illegible] PARTY UNDERSTANDS THAT HE IS A CUSTOMER AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS AN EXPRESS WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

[illegible] JR

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1600 N 24th W Boundary Nampa Date: 04/12/05

32. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No representation, inducement, warranty or indication, any warranty of indication, representation or representations not expressly set forth herein shall be binding upon either party.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on behalf thereof, hereby or her warrants to do so and to bind BUYER or SELLER.

35. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 04/14/05 (Place) This in which property is located 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Deposit shall be returned to BUYER on demand.

37. BUYER'S SIGNATURES: We have received a copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM: _____ (Specify number of BUYER addendums attached.)

BUYER Signature: Jackie D. Wilson
BUYER (Print Name): Jackie D. Wilson
Date: 04/12/05 Time: 5:00 ☒ a.m. ☐ p.m.
Phone #: _____ Cell #: 208-8838
Address: P.O. Box 183
City: Grandview State: ID Zip: 83647
E-Mail Address: _____
Fax #: _____

BUYER Signature: Teresa D. Wright
BUYER (Print Name): Teresa D. Wright
Date: _____ Time: _____ ☐ a.m. ☐ p.m.
Phone #: _____ Cell #: _____
Address: _____
City: _____ State: _____ Zip: _____
E-Mail Address: _____
Fax #: _____

38. SELLER'S SIGNATURES:
On this day, this Seller carefully and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURES SUBJECT TO ATTACHED ADDENDUM(S) _____

SUBJECT TO COUNTER OFFER

SELLER Signature: _____
SELLER (Print Name): _____
Date: 4/12/05 Time: _____ ☐ a.m. ☐ p.m.
Phone #: _____ Cell #: _____
Address: _____
City: _____ State: _____ Zip: _____
E-Mail Address: _____
Fax #: _____

By Carya Sulentino, RBO World
as Attorney Infact for
Chase Home Finance LLC

SELLER Signature: _____
SELLER (Print Name): _____
Date: _____ Time: _____ ☐ a.m. ☐ p.m.
Phone #: _____ Cell #: _____
Address: _____
City: _____ State: _____ Zip: _____
E-Mail Address: _____
Fax #: _____

SUBJECT TO
COUNTER OFFER

RE-13 COUNTER OFFER # 2 (1, 2, 3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 04/12/05 EM 04/12/05

ADDRESS: 1089 S 30th W, Mountain Home ID 83647

BUYER: Jackie G. and Teresa D. Weebe

SELLER: Chase Home Finance LLC.

☐ BUYER ☐ SELLER accepts all of the terms and conditions in the above-referenced agreement with the following changes or amendments:

☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offer prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

100,000.—

1. Purchase price to be $100,000.

2000 CC+PP.

2. ~~Earnest money to consist of $[illegible] of earnest money and the balance of the earnest money will be deposited upon the Acceptance Date of this Agreement.~~ E.M. $1000.—

3. Seller to pay up to $2000.00 of buyers closing costs.

on or before 5/12/05

n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments and Counter Offers, terms in this Counter Offer shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments or Counter Offers not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge that earnest payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date) 04/14/05 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

BUYER Jackie G. Weebe Dated 04/13/05 Time 3:15 ☐ A.M. ☒ P.M.

BUYER Teresa D. Weebe Dated 04/13/05 Time 3:15 ☐ A.M. ☒ P.M.

SELLER _____ Dated 4/22/05 Time _____ ☐ A.M. ☐ P.M.

SELLER By Caryn Guidino, NED World Dated _____ Time _____ ☐ A.M. ☐ P.M.

Inspection; "AS IS", "WHERE-IS" Conditions Addendum "A"

This addendum shall be part of and in addition to that certain Purchase Contract (Agreement) by and between Chase Home Finance LLC ("Seller"), and Jackie and Teresa Weece, ("Buyer"), dated 4/12/2005 for the purchase of the property located at property 1060 South 36th West Street, Mountain Home (Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development use, marketability, habitability and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgement that it has investigated, to the extent Buyer deems necessary and in addition to the matters set forth above and below, the site conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and /or accepts the results of such investigation.

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS," "WHERE IS," condition without recourse, representations or warranties of any kind or nature, expressed or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statues, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind of nature, expressed or implied, and in an "AS IS", "WHERE IS" condition based solely on Buyer's own inspection.

Notwithstanding the terms of the Agreement, this Addendum shall supersede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and Addendum.

Seller is selling this Property due to the default of a borrower. Seller foreclosed upon the Property and took possession as a result of that default. Seller has never occupied the Property, and is unfamiliar with the real estate, or any improvement located thereon including, but not limited to its history, condition, construction or prior use.

Buyer shall make independent inspection of the Property upon receipt of the accepted Purchase Contract. Buyer acknowledges that he/she is not relying on any representation of Seller or its Broker. Buyer assumes all risk involved with the property and any defect relating thereto.

Seller does not warrant this property or structure as to habitability or suitability for occupancy, or any use. Buyer shall make an independent determination that the Property conforms with any and all existing local, state or federal building codes, requirements etc.

Buyer hereby accepts the Property in its current condition, the settlement of this sale shall constitute an acknowledgement by Buyer that the Property, including but not limited to the real estate, and any improvements thereon, were acceptable at the time settlement occurred and the sale was closed.

Buyer and Seller agree that the terms and conditions set forth in this Current Condition Addendum are inconsistent with the terms and conditions of the Purchase Contract, then this Current Condition Addendum shall control.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax advisor before signing.

Buyer's Signature(s)

Jackie G. Weece 4/12/05
Date

Teresa D. Weece
Date

Seller's Signature(s)

4/12/2005
Date

By: Caryn Saladino

RED WORLD as attorney in fact for
Chase Home Finance LLC

RE-11 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added material for the agreement (such as facts or descriptions)).
("Amendment" means the form is being used to change, correct or revoke the agreement (such as modification, addition or deletion of a term)).

Earnest Money Dated: April 12, 2005 ID # 041205

ADDRESS: 1080 S 36th W, Mountain Home ID 83647

BUYER(S): Jackie G. and Teresa D. Weece

SELLER(S): Chase/ RED World

The undersigned parties hereby agree as follows:

1. Address 1080 S. 36th W., Also known as 1085 S. 34th W.
2. All other terms and conditions to remain the same.

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To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date 05/16/05 Time 11:45 AM/PM Buyer Jackie G. Weece, Teresa D. Weece
Jackie G. Weece Teresa D. Weece

Date _____ Time _____ AM/PM Seller _____ / _____

CHASE

DISCLOSURE AND RELEASE REGARDING MOLD ADDENDUM TO SALES CONTRACT

This Disclosure and Release Regarding Mold Addendum to Sales Contract ("Disclosure and Release") Bet Jackie Weece ("Buyer"), Chase Home Finance, LLC ("Seller") and Seller's listing agent/brok Melinda Lincke (Real Estate Broker), for the property located a

1080 South 16th West Street Mountain Home ID 83647 (the "Property").

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems.

Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release and indemnify Seller and Real Estate Broker, their officers, employees, agents, heirs, executors, administrators, successors or assigns from any liability/recourse/damages (financial or

Buyer hereby acknowledges reading this Disclosure and Release, and is aware of the conditions set forth therein. This Disclosure and Release is executed voluntarily, for good and valuable consideration, the receipt of which is hereby acknowledged, and with full knowledge of its significance.

Seller and the Real Estate Broker, and their employees and agents are not qualified to inspect the Property for mold or other microscopic organisms that may exist or make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release is to put Buyer on notice to conduct his/her/their own due diligence regarding this matter using appropriate, qualified experts.

CHASE HOME FINANCE, LLC

By: _____ 4/12/05
Caryn Saladino Date

Printed Name

Its: By Caryn Saladino, REO Work as Attorney Infact for Chase Home Finance LLC

Jackie D. Weece 4/12/05
Buyer Signature Date

Jackie Weece
Printed Name

Teresa D. Weece _____
Buyer Signature Date

TERESA D. Weece
Printed Name

_____ _____
Selling Broker/Age Date

_____
Printed Name

Report of New Sale

Attn :	Lisa Sariti		
Submitted By :	REO World	Date :	5/12/2005
Loan # :	1988468877	ACQ Date :	1/21/2005
Property Address :	1080 South 36th West Street		
	Mountain Home	ID	83647
Purchase Contract Date :	4/12/2005	Acceptance Date :	5/10/2005
Earnest Money Deposit :	$2,000	Held By :	FATCO
Sale Price :	$100,000		
Buyer's Name :	Jackie & Teresa Weece		
Financing :	Conventional		

MI Sale Approval from Chase : ☒ Yes ☒ No ☒ N/A

Seller to Pay

$0	Points/NRCC	$0	FHA/VA Non-Allowables
$0	Repairs	$0	Home Warranty
$0	Credit to Buyer	$0	Termite
$2,000	Seller paid BCC	$0	Repair Credit
$0	Other (describe here)		

Closing Date :	5/23/2005		
Escrow Open Date :	5/11/2005		
Escrow Company / Contact :	First American / Sue Hicherson		
Email Address :			
Mailing Address :	190 N 3 East Mt. Home ID 53647		
Telephone :	(208) 587-8428	Fax :	(208) 587-3325

Attn:

Commission for HUD-1/ Settlement Statement

Original List Price	$110,000	
Sales Price	$100,000	
Commission %	6%	
Total Commission Amount	$6,000.00	Split total commission among Outsourcer, Listing Agent, and Sales Agent in box below.

Commission Split	Outsourcer	Listing Agent	Sales Agent	Notes
Amount of Commission	$500.00	$2,750.00	$2,750.00	From Total Commission amount above
Less Chase Processing Fee	$75.00	$75.00	$0.00	Show $150 on line 506 of HUD
Plus Selling Bonus	$0.00	$0.00	$0.00	
Plus Referral Fee (30% max)	$825.00	$825.00	$0.00	
Total Commission Payout	$1,250.00	$1,850.00	$2,750.00	Show in Sec. 700 on HUD

Marketing Fee : Original List Date : 2/10/2005

Prelim Attached

PURCHASE CONTRACT SUPPLEMENT

Today: 4/12/2005

To: REO World

From:

Sale Price: $100,000

Loan #: 1988466877

Address: 1080 South 30th West Street
Mountain Home
ID 83647

SELLERS BROKER

Name: Melinda Liercke
Firm: 1st Class Real Estate
Address: 1150 American Legion Blvd
Mountain Home
ID 83647
Phone: (208) 587-5776
Fax: (208) 587-9086

BUYERS BROKER

Name: Melinda Liercke
Firm: 1st Class Real Estate
Address: 1150 American Legion Blvd
Mt. Home
Id 83647
Phone: 208-587-5776
Fax: 208-587-9086

HOA INFORMATION

Mgt. Co.:
Contact:
Address:
Phone:
HOA Amt: /month

BUYER

Name: Jackie & Teresa Weese
Address: 100 Hwy 78
Grandview Id
83642
Phone: 208-834-2920 wk

OTHER INFORMATION

Close of Escrow: 5/23/05
Home Warranty:
Disclosure Rept:
Title Company:
Order #:
Clear Termite Date:
Vesting:

BC-$2000

OUTSIDE LENDER (if applicable)

Name: Wells Fargo
Contact: Kim Henrin
Address: 210 Jackson
Mt. Home Id 83647
Phone: 208-587-0099

CLOSING COMPANY

Name: First American Title
Contact: Sue Hicherson
Address: 190 N. 3 East
Mt. Home, Id. 83647
Phone: 208-587-8428
Fax: 208-587-3325
File#:

Chase 1/21/05

FORM MUST BE COMPLETED FOR ALL OFFERS AND RETURNED IMMEDIATELY VIA FAX TO (949) 720-0

Commision Statement

Loan # : 1988468877 Specialist : Lisa Sariti

Address : 1080 South 36th West Street

Mountain Home ID 83647

Buyer Name : Jackie & Teresa Weece

Buyer Phone :

Closing Date : 5/23/2005

Type of Financing : ☑ VA ☐ FHA ☑ CONV. ☐ CASH ☐ LTV

Listing Broker

Name : Melinda Liercke Tax ID# :

Firm : 1st Class Real Estate Phone # : (208) 587-5776

Comission : 2.75%

Address : 1150 American Legion Blvd

Mountain Home ID 83647

Referral Broker (referral fee to be deducted from Listing Broker commission)

REO WORLD
359 San Miguel, #107 #300
Newport Beach, CA 92660

Tax ID# :

Phone # : (949) 720-7009

Comission % : 30%

Selling Broker

Name : same as listing Tax ID# :

Firm : Phone # :

Comission : 2.75%

Address :

First Am: MR. JACKIE G. WEECE
TERESA D. WEECE
180 HWY. 78 PH. 208-824-2920
P.O. BOX 103
GRAND VIEW, ID 83624

8809

DATE Apr 22, 05

PAY TO THE ORDER OF First American Title $2000.00

Two thousand and 00/100 DOLLARS

ULTIMATE CHECKING PLUS

SECURITY STATE BANK

MEMO earnest money

Jackie G. Weece

⑆125100607⑆8809 452222258 0⑈

PLEASE CO
FAX: (714)
EMAIL: REO

Open Date:	01-24-2005 2:10 PM		*231534 3*
Site:	FATCO (ELMORE, ID)		
Division:	NDS-REO		

Order No.:	2315343	Escrow No.:	
Title Officer:	MELISSA TRIM,	Escrow Officer:	
Title Type:	COMMIT W/CLOSING *COMMIT W/CLOSING - Loan Amount: STBD*	Escrow Type:	REO
		Escrow Open:	01-24-2005 2:10 PM
		Escrow Site:	
Trans. Type:	$.00	County Ref:	FA-13473
Lender Ref:	NONE 1988468877	Proposed Insured:	
Address:	1080S 36TH W ST, MOUNTAIN HOME, ID 83647 ELMORE	APN No.:	
		Lot/Block/Tract:	//
Owner:	CHASE MANHATTAN MORT	Book/Page:	/
Prior Owner:	LOREE ESTATE		
Buyer:			

Instructions: PLEASE ISSUE A TITLE COMMITMENT ONCE THE TRUSTEE'S DEED IS OF RECORD. PLEASE FAX THE COMMITMENT AND INVOICE TO ROB DEL ROSARIO @ 800-430-2680.

Product: 0 CC&R: 0 Docs: 0 Easements: 0

CUSTOMER	CONTACT 1
REO WORLD 559 SAN MIGUEL, SUITE 107 NEWPORT BEACH, CA 92660 BRIAN DAUK BRIAN@REOWORLD.COM PH: 949-720-7009 FX: 949-720-1206 BRIAN@REOWORLD.COM	NATIONWIDE DEFAULT TITLE SERVICES 3 FIRST AMERICAN WAY SANTA ANA CA 92707 DEL ROSARIO, ROBERT (877) 416-4968 (800) 430-2680 RDELROSARIO@FIRSTAM.COM
TITLE	**T/FARM**
FATCO (ELMORE, ID) 190 NORTH THIRD EAST MOUNTAIN HOME ID 83647 MELISSA TRIM TITLE 208-587-8428 (208) 587-3925	FC ATTY: RINGERT AND CLARK 208-342-4591 BROKER: MELINDA LIERCKE 208-587-5776 208-587-9086
	ATTY

Instructions To Close - Please Read Carefully

Date : 5/12/2005

Attn : Sue

From : Lindsey Graves

RE : 1988468877

Address : 1080 South 36th West Street

Mountain Home ID 83647

Listing Agent : Melinda Liercke

Buyer : Jackie & Teresa Weece

Attached is a copy of the signed contract for the property referenced above.

This transaction needs to be scheduled to close on or before 5/23/2005

As closing Agent fo **Chase Home Finance LLC.**

owned or managed REO, please adhere to the following set of closing instructions.

1. THE DEED IN TO THE NEW BUYER'S NAME HAS TO BE SENT OUT IMMEDIATELY

upon receipt of this package to **Chase Home Finance LLC.**

will then send the deed to the Investor, if needed, for signature, to be returned for the closing.
Please note the following:

Send Deed Package overnight to Lisa Sariti / Gena.rotter@chase.com

10790 Rancho Bernardo Road

San Diego CA 92127

Seller to convery title by (SPECIAL) Warranty Deed, or the equivalent, for the State in which the property is located. This deed warrants the title during the time that the Seller has owned the property.

The vesting for the Buyer can be found on the Counter Offer Addendum

On California escrows, please forward all remaining documents to REO World for signature.

REO World is to receiv 30% of listing agent's commission as a referral fee.

Forward all remaining documents to REO World for signature

REO World
359 San Miguel, Suite 107
Newport Beach, CA 92660
(949) 720-7009 Phone
(949) 720-1205 Fax

2. Please provide any HOA information if there is any for this property. Seller will only pay from the tim we took over the property. The property was taken over by foreclosure in 12/9/2004

3. 24 HOURS PRIOR TO BUYER SIGNING ANY DOCUMENTS:

Fax the Preliminary HUD-1 to REO World a (949) 720-1205 Attn: Lindsey Graves When HUD-1 is final, we will see that **Chase Home Finance LLC.** faxes you a signed, approved, HUD-1 for closing.

4. AFTER CLOSING Overnight a copy of all final documents, to **Chase Home Finance LLC.**

at the address listed above. Please Overnight proceeds to **Chase Home Finance LLC.**

using attached instructions.

RE-13 COUNTER OFFER, SEPTEMBER, 2004 EDITION Page 1 of 1

RE- 13 COUNTER OFFER # 2 (1, 2, 3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 04/12/05 ID# 041205

ADDRESS: 1080 S 36th W,Mountain Home ID 83647

BUYER: Jackie G. and Teresa D. Weece

SELLER: Chase Home Finance LLC.

☐ BUYER ☐ SELLER accepts all of the terms and conditions in the above-designated agreement with the following changes or amendments:

☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the timeframe specified herein.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

1. Purchase price to be $100,000.

2. ~~Earnest money to remain $500.00, upon acceptance earnest money will be deposited into Intermountain Title's trust account~~ E.M $1000.

3. Seller to pay upto $2000.00 of buyers closing costs.

Buyers deposited E.M $2000. @FATCO Per Agent 5/11

n/a
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To the extent the terms of this Counter Offer modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments and Counter Offers, terms in this Counter Offer shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments or Counter Offers not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date:) 04/14/05 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

BUYER Jackie G Weece Dated 04/13/05 Time 2:15 ☐ A.M. ☒ P.M.

BUYER Dated 04/13/05 Time 2:15 ☐ A.M. ☒ P.M.

SELLER Dated 4/22/05 Time ☐ A.M. ☐ P.M.

SELLER By Caryn Saledino, REO World Dated Time ☐ A.M. ☐ P.M.

as Attorney in Fact for Chase Home Finance LLC

RE-13 COUNTER OFFER, SEPTEMBER, 2004 EDITION Page 1 of 1

COUNTER OFFER NO. 1

For use by Seller or Buyer. May be used for Multiple Counter Offers.

This is a counter offer to the: ☑ Offer, ☐ Counter Offer, ☐ Other _____, dated 4/12/2005

regarding (property address): 1080 South 36th West Street, Mountain Home, ID. 83647

between Jackie and Teresa Weece, "Buyer", and Chase Home Finance LLC, "Seller".

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of the or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

C.

1. SEE THE ATTACHED COUNTER OFFER EXHIBIT #1 AND THE "AS IS" ADDENDUM Chase Home Finance LLC.

D. The following attached supplements are incorporated in the Counter Offer:

☑ Exhibit 1 ☐ _____

☑ Addendum 1 ☐ _____

2. ☐ **(If Checked:) MULTIPLE COUNTER OFFER** Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller in paragraph 6 below and communication of Seller's acceptance is made by delivering a signed copy, in person, by mail or by facsimile, which is personal received, to Buyer or to Melinda Liercke. Prior to the completion of all these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

3. **RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to continue to offer the Property for sale or for the purchase or sale of the Property, any other offer at any time prior to communication of acceptance, as described in paragraph 4. Seller's acceptance of of another offer prior to Buyer's acceptance and communication of acceptance of the Counter Offer shall revoke this Counter Offer.

4. **EXPIRATION:** Unless acceptance of the Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personall received, to the person making this Counter Offer or to Melinda Liercke by 5:00 P.M. on the third calendar day after this Counter Offer is written* (or, if checked, ☑ date: 4/12/2005, time 5 P.M. PDT) this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

_____ Date: 4/12/05 Time: _____ AM/PM

By RED World as Atty in fact for Chase Home Finance LLC. Date: 4/12/2005 Time: _____ AM/PM

5. **ACCEPTANCE: I/W** accept the above Counter Offer (If checked: ☐ **(SUBJECT TO THE ATTACHED COUNTER OFFER)** and acknowledge receipt of a copy.

_____ Date: _____ Time: _____ AM/PM

_____ Date: _____ Time: _____ AM/PM

6. **MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 6 applies only if paragraph 2 is checked.)**
By signing below, Seller accepts this Multiple Counter Offer. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs in paragraph 5.)

_____ Date: _____ Time: _____ AM/PM

_____ Date: _____ Time: _____ AM/PM

ACKNOWLEDGEMENT OF RECEIPT: Receipt of signed acceptance on (date) _____ at _____ AM/PM by the maker of the Counter Offer, or other person designated in paragraph 4, (or, if this is a Multiple Counter Offer, by Buyer or other person designated in paragraph 2) is acknowledged).

(_____/_____) (Initials)

This is a counter offer to the ☑ Offer, ☐ Counter Offer, ☐ Other _____, dated 4/12/2005
regarding (property address): 1088 South 38th West Street, Mountain Home, ID 83647
between Jackie and Teresa Weeks, "Buyer", and Chase Home Finance LLC, "Seller".

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the first agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

C. 1. SEE THE ATTACHED COUNTER OFFER EXHIBIT #1 AND THE Chase Home Finance LLC. "AS IS" ADDENDUM

D. The following attached supplements are incorporated in the Counter Offer:

☑ Exhibit 1 ☐ _____
☑ addendum 1 ☐ _____

2. ☐ (IF Checked) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently co-signed by Seller in paragraph 6 below and communication of Seller's acceptance is made by delivering a signed copy, in person, by mail or by facsimile, which is personally received, to Buyer or to Melinda Lierche. Prior to the completion of all these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for the purchase or sale of the Property. Any other offer at any time prior to communication of acceptance, as described in paragraph 4, Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of the Counter Offer shall revoke this Counter Offer.

4. EXPIRATION: Unless acceptance of the Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to Melinda Lierche by 5:00 P.M. on the third calendar day after this Counter Offer is written (or, if checked, ☑ date: 4/13/2005 Noon 5 P.M. PDT) this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

_____ Date: 4/12/05 Time: _____ AM/PM
By RPS Wallace Atty in fact for Chase Home Finance LLC. Date: 4/12/2005 Time: _____ AM/PM

5. ACCEPTANCE: I/W accept the above Counter Offer (if checked: ☐ (SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.

Jackie M Weeks Date: 4-29-05 Time: 2:55 AM/PM
Teresa D. Weeks Date: 4-29-05 Time: 2:55 AM/PM

6. MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 6 applies only if paragraph 2 is checked.)
By signing below, Seller accepts this Multiple Counter Offer. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs in paragraph 5.)

_____ Date: _____ Time: _____ AM/PM
_____ Date: _____ Time: _____ AM/PM

ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) 4-29-05 at 4-29-05 AM/PM by the maker of the Counter Offer, or other person designated in paragraph 4, (or, if this is a Multiple Counter Offer, by Buyer or other person designated in paragraph 7) is acknowledged.

LEGAL\TDW\ (Initial)

1080 South 36th West Street, Mountain Home, id

EXHIBIT "1" - COUNTER OFFER #1

1. Purchase price to be **$100,000.** Earnest money deposit to be $2000;
2. Buyer's deposit shall be in the form of a cashier's check or certified check payable to sellers escrow company of choice and accompany offer at time of acceptance;
3. Down payment to be a minimum required by buyer's lender of the purchase price;
4. Seller reserves the right to unilaterally cancel the escrow and contract should buyer not comply with any item agreed to in this counteroffer, or if buyer does not obtain **written unconditional loan approval by ~~April 30,~~ 2005.** Buyer is to submit a complete loan package to a conventional lender of buyer's choice within 3 days of acceptance. Buyer to show proof of completed loan package to seller's agent within 7 calendar days of acceptance along with buyer's proof of liquid funds for down payment. Buyer to pay market rate, fees and loan terms at time of funding. Loan terms shall not be a contingency of this contract. ***Seller will not pay any of the buyer's fees associated with the financing of this property unless noted below.*** The contract or escrow/closing documents are non-assignable.

May 16th CS

5. **SELLER WILL NOT FINANCE THIS PROPERTY UNDER ANY CIRCUMSTANCES;**
6. **Close of escrow to be on or before ~~May 12~~, 2005 or sooner.** Seller must approve any extension to the close of escrow date, requested by the buyer, in writing. The seller may require buyer's to release a non - refundable 3% earnest money deposit direct to seller for said extension.

May 23rd CS

7. In the event transaction does not close on or before the date specified in the original escrow instructions/closing documents (or any amendment to those instructions which has been executed by buyer and seller), due to buyer's failure to perform according to the terms of this contract, then buyer agrees to pay to seller, though escrow, $100.00 per day from the scheduled close of escrow to the date of the actual close of escrow. In the event escrow does not close on time for reasons other than buyer's failure to perform then the above described per diem shall not apply. The per diem penalty may not be included in any credit for seller-paid buyer closing cost, and shall be paid by buyer as part of buyer's closing cost;
8. Buyer to declare the manner in which they will hold title to seller at time of acceptance. Title to the property will be conveyed by a ***"Special Warranty Deed"*** or its equivalent. Seller will not provide buyer with "gap" title insurance coverage; Should the seller not be able to deliver clear and equitable title, this transaction can be terminated unilaterally by the seller and all deposit monies returned to the buyer. In this case, the buyer's agree to hold the seller and it's agents harmless from any and all causes of action.
9. Seller **WILL NOT** provide a home warranty;
10. Seller will not provide buyer with a Termite Control Report. The seller will not perform any termite treatment or repairs. Buyer to complete all termite work after the close of escrow;
11. All buyer inspections are to take place within 5 calendar days of acceptance at buyer's expense. 10 days for risk assessment on pre - 1978 housing Re: Lead-based paint;
12. Escrow/Closing Company, Title Insurance Company to be 1st American Title and all other services to be seller's choice. Buyer and seller each pay their own closing cost/fees.
13. Seller is a bank and acquired the property through foreclosure thus is exempt from providing a transfer disclosure. The buyer and seller's agents to provide buyer's with the Transfer Disclosure;
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There shall be no new negotiations at the time of walk through;
15. The Chase Manhattan Mortgage Corporation Mortgage Addendum "A" to the Purchase Agreement shall be read and signed by the buyers and shall be incorporated into this contract;
16. The property is being sold in its present "AS IS" condition with no warranties written or implied. No personal property shall be a part of this transaction.
17. All terms and conditions of this purchase contract and any counter offers shall be subject to Chase Manhattan Mortgage Corporation Mortgage Inc. senior management approval;
18. Prorations and property taxes: - all prorations shall be paid current through the close of escrow. Any payments, assessments, or bonds not yet due shall be assumed by buyer. If there is a community Homeowners Association, the seller will not pay any delinquent homeowners dues prior to the date the seller foreclosed on the property, only those after the date of foreclosure;
19. Retrofit/Inspections: Should seller be non-exempt, buyer to pay for cost of said compliance;
20. Liquidated Damages and Arbitration are included in this agreement in their entirety regardless if initialed by buyers and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing of the well or septic system for any clearance reports or certificates;
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and complete;
23. Buyer shall be responsible for the cost of county, city, state or governmental retrofit compliance's or mandatory inspections. Should there be any underground or basement storage tanks, it shall be the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to county/state/city codes after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the contract, the language in the contract and counter offer shall prevail;
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay any transaction fees to agents;
26. Buyer shall not make any repairs to the subject property prior to the close of escrow. Seller will make no repairs to the property.
27. This transaction shall be contingent upon the seller receiving PMI approval by the close of escrow. Seller will make its best effort to have the PMI approval within 21 days of acceptance, should the seller not receive PMI approval, then the transaction shall be cancelled and the earnest money deposit shall be returned to buyer. Be advised that the PMI Company has the complete option to buy this property from the seller at any time during this closing/escrow. Should this event happen, buyer will receive their deposit back and agrees to hold seller and its agent harmless
28. Seller will pay up to $2000. in buyer closing costs + pre-paids. CS

Seller: _____ DATE: 4/12/05

By: REO World as Attorney in fact for Chase Manhattan Mortgage Corporation

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

1880 South 160 West Street, Mountain Home, id

EXHIBIT "1" - COUNTER OFFER #1

1. Purchase price to be $150,000. Earnest money deposit to be $2000;
2. Buyer's deposit shall be in the form of a cashier's check or certified check payable to escrow company of choice and accountably offer at time of acceptance;
3. Down payment to be a minimum required by buyer's lender of the purchase price;
4. Seller reserves the right to unilaterally cancel the escrow and contract should buyer not comply with any item agreed to in this counteroffer, or if buyer does not obtain written unconditional loan approval by September, 2005. Buyer is to submit a complete loan package to a conventional lender of buyer's choice within 3 days of acceptance. Buyer to show proof of completed loan package to seller's agent within 7 calendar days of acceptance along with buyer's proof of liquid funds for down payment. Buyer to pay mortgage, fees and loan terms at time of funding. Loan terms shall not be a contingency of this contract. *Seller will not pay any of the buyer's fees associated with the financing of this property unless noted below.* The contract or supporting documents are not assignable.
5. **SELLER WILL NOT FINANCE THIS PROPERTY UNDER ANY CIRCUMSTANCES.**
6. Close of escrow to be on or before September, 2005 or sooner. Seller may approve any extension to the close of escrow date, requested by the buyer, in writing. The seller may require buyer's to release a non-refundable $50 earnest money deposit direct to seller for said extension.
7. In the event transaction does not close on or before the date specified in the original escrow instructions/closing documents (or any extension to those instructions which has been executed by buyer and seller), due to buyer's failure to perform according to the terms of this contract, then buyer agrees to pay to seller, through escrow, $100.00 per day from the scheduled close of escrow to the date of the actual close of escrow. In the event escrow does not close on time for reasons other than buyer's failure to perform then the times described per diem shall not apply. The per diem penalty may not be included in any credit for seller-paid buyer closing cost, and shall be paid by buyer as part of buyer's closing cost;
8. Buyer to declare the manner in which they will hold title to seller at time of acceptance. Title to the property will be conveyed by a "*Special Warranty Deed*" or its equivalent. Seller will not provide buyer with "any" title insurance coverage. Should the seller not be able to deliver clear and equitable title, this transaction can be unilateral cancelled by the seller and all deposit monies returned to the buyer. In this case, the buyer's agree to hold the seller and it's agents harmless from any and all claims of action.
9. Seller WILL NOT provide a home warranty.
10. Seller will not provide buyer with a Termite Control Report. The seller will not perform any termite treatment or repairs. Buyer to complete all termite work after the close of escrow;
11. All buyer inspections are to take place within 5 calendar days of acceptance at buyer's expense. 10 days for risk assessment on pre-1978 housing for Lead-based paint;
12. Escrow/Closing Company, Title Insurance Company to be 1st American Title and all other services to be seller's choice. Buyer and seller each pay their own closing cost/fees.
13. Seller is a bank and acquired the property through foreclosure thus is exempt from providing a transfer disclosure. The buyer and seller's agents to provide buyer's with the Transfer Disclosure;
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There shall be no new negotiations at the time of walk through;
15. The Chase Mechanics Mortgage Corporation Mortgage Addendum "A" to the Purchase Agreement shall be read and signed by the buyers and shall be incorporated into this contract;
16. The property is being sold to the present "AS IS" condition, with no warranties written or implied. No personal property shall be a part of this transaction.
17. All terms and conditions of the purchase contract and any counter offers shall be subject to Chase Mechanics Mortgage Corporation Mortgage Inc. sealed client account approval;
18. Promises and property taxes - all premiums shall be paid current through the close of escrow. Any payments, assessments, or bonds not yet due shall be assumed by buyer. If there is a community Homeowners Association, the seller will not pay any delinquent homeowners dues prior to the date the other foreclosed on the property, only those after the date of foreclosure;
19. Repairs/Improvements: Should seller be non-accepts, buyer to pay for cost of child compliance;
20. Liquidated Damages and Arbitration are inclusive to this agreement in their entirety regardless if initialed by buyers and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing of the well or septic system for any clearance reports or certifications;
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and complete;
23. Buyer shall be responsible for the cost of county, city, state or governmental retrofit compliance's or mandatory inspections. Should there be any underground or basement storage tanks, it shall be the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to county/municipality codes after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the contract, the language in the contract will hereto after shall prevail.
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay any transaction fees to agents;
26. Buyer shall not make any repairs to the subject property prior to the close of escrow. Seller will make no repairs to the property.
27. This transaction shall be contingent upon the seller receiving FMI approval by the close of escrow. Seller will make its best effort to have the FMI approval with in 30 days of acceptance, should the seller not receive FMI approval, then the transaction shall be cancelled and the earnest money deposit shall be returned to buyer. Be advised that the FMI Company has the complete option to buy this property from the seller at any time during the closing/escrow. Should this event happen, buyer will receive their deposit back and agrees to hold seller and its agent harmless.
28. SELLER will pay up to $2000. in buyer closing costs & pre-paids. CS

Seller: _____ DATE: 4/12/05
By RED World or Attorney in fact for Chase Manhattan Mortgage Corporation

BUYER Jackie D. Ware DATE: 4-29-05

BUYER Teresa D. Webb DATE: 4-29-05

Inspection: "AS IS", "WHERE-IS" Conditions Addendum "A"

This addendum shall be part of and in addition to that certain Purchase Contract (Agreement) by and between Chase Home Finance LLC ("Seller"), and Jackie and Teresa Weece ("Buyer"), dated 4/12/2005 for the purchase of the property located at property 1080 South 36th West Street, Mountain Home (Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgement that it has investigated, to the extent Buyer deems necessary and in addition to the matters set forth above and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and /or accepts the results of such investigation.

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS," "WHERE IS" condition without recourse, representations or warranties of any kind or nature, expressed or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statues, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind of nature, expressed or implied, and in an "AS IS", "WHERE IS" condition based solely on Buyer's own inspection.

Notwithstanding the terms of the Agreement, this Addendum shall supersede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and Addendum.

Seller is selling this Property due to the default of a borrower. Seller foreclosed upon the Property and took possession as a result of that default. Seller has never occupied the Property, and is unfamiliar with the real estate, or any improvement located thereon including, but not limited to its history, condition, construction or prior use.

Buyer shall make independent inspection of the Property upon receipt of the accepted Purchase Contract. Buyer acknowledges that he/she is not relying on any representation of Seller or its Broker. Buyer assumes all risk involved with the property and any defect relating thereto.

Seller does not warrant this property or structure as to habitability or suitability for occupancy, or any use. Buyer shall make an independent determination that the Property conforms with any and all existing local, state or federal building codes, requirements etc.

Buyer hereby accepts the Property in its current condition, the settlement of this sale shall constitute an acknowledgement by Buyer that the Property, including but not limited to the real estate, and any improvements thereon, were acceptable at the time settlement occurred and the sale was closed.

Buyer and Seller agree that the terms and conditions set forth in this Current Condition Addendum are inconsistent with the terms and conditions of the Purchase Contract, then this Current Condition Addendum shall control.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax advisor before signing.

Buyer's Signature(s)

Jackie D Weece 4-29-05
Date

Teresa D. Weece 4-29-05
Date

Seller's Signature(s)

4/12/2005
Date

By: Caryn Saladino

RED WORLD as attorney in fact for
Chase Home Finance LLC

Inspection; "AS IS", "WHERE-IS" Conditions Addendum "A"

This addendum shall be part of and in addition to that certain Purchase Contract (Agreement) by and between Chase Home Finance LLC. ("Seller"), and Jackie and Teresa Weece , ("Buyer"), dated 4/12/2005 for the purchase of the property located at property 1080 South 36th West Street, Mountain Home (Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgement that it has investigated, to the extent Buyer deems necessary and in addition to the matters ser forth about and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and /or accepts the results of such investigation.

Buyer is aware that the Seller aquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS," "WHERE IS," condition without recourse, representations or warranties of any kind or nature, expresses or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statues, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind of nature, expressed or implied, and in an "AS IS", "WHERE IS" condition bases solely on Buyer's own inspection.

Notwithstanding the terms of the Agreement, this Addendum shall supercede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and Addendum.

Seller is selling this Property due to the default of a borrower. Seller foreclosed upon the Property and took possession as a result of that default. Seller has never occupied the Property, and is unfamiliar with the real estate, or any improvement located thereon including, but not limited to its history, condition, construction or prior use.

Buyer shall make independent inspection of the Property upon receipt of the accepted Purchase Contract. Buyer acknowledges that he/she is not relying on any representation of Seller or its Broker. Buyer assumes all risk involved with the property and any defect relating thereto.

Seller does not warrant this property or structure as to habitability or suitability for occupancy, or any use. Buyer shall make an independent determination that the Property conforms with any and all existing local, state or federal building codes, requirements etc.

Buyer hereby accepts the Property in its current condition, the settlement of this sale shall constitute an acknowledgement by Buyer that the Property, including but not limited to the real estate, and any improvements thereon, were acceptable at the time settlement occurred and the sale was closed.

Buyer and Seller agree that the terms and conditions set forth in this Current Condition Addendum are inconsistent with the terms and conditions of the Purchase Contract, then this Current Condition Addendum shall control.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax advisor before signing.

Buyer's Signature(s)

_____ Date

_____ Date

Seller's Signature(s)

4/12/2005

_____ Date

By: Caryn Saladino

_____

REO WORLD as attorney in fact for
Chase Home Finance LLC.

CHASE

DISCLOSURE AND RELEASE REGARDING MOLD ADDENDUM TO SALES CONTRACT

This Disclosure and Release Regarding Mold Addendum to Sales Contract ("Disclosure and Release") Bet

_____ ("Buyer"), Chase Home Finance, LLC ("Seller") and Seller's listing agent/brok

_____ (Real Estate Broker), for the property located a

1080 South 36th West Street Mountain Home ID 83647 (the "Property").

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems.

Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release and indemnify Seller and Real Estate Broker, their officers, employees, agents, heirs, executors, administrators, successors or assigns from any liability/recourse/damages (financial or

Buyer hereby acknowledges reading this Disclosure and Release, and is aware of the conditions set forth therein. This Disclosure and Release is executed voluntarily, for good and valuable consideration, the receipt of which is hereby acknowledged, and with full knowledge of its significance.

Seller and the Real Estate Broker, and their employees and agents are not qualified to inspect the Property for mold or other microscopic organisms that may exist or make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release is to put Buyer on notice to conduct his/her/their own due diligence regarding this matter using appropriate, qualified experts.

CHASE HOME FINANCE, LLC

By: _____ 4/12/05

Printed Name: Caryn Saladino Date

Its : By Caryn Saladino, REO World as Attorney Infact for Chase Home Finance LLC

_____ _____

Buyer Signature Date

_____

Printed Name

_____ _____

Buyer Signature Date

_____

Printed Name

_____ _____

Selling Broker/Age Date

_____

Printed Name

CHASE

DISCLOSURE AND RELEASE REGARDING MOLD ADDENDUM TO SALES CONTRACT

This Disclosure and Release Regarding Mold Addendum to Sales Contract ("Disclosure and Release") Bet Jackie Weece ("Buyer"), Chase Home Finance, LLC ("Seller") and Seller's listing agent/brok Melinda Lerch (Real Estate Broker), for the property located a

1080 South 36th West Street Mountain Home ID 83647 (the "Property").

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems.

Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release and indemnify Seller and Real Estate Broker, their officers, employees, agents, heirs, executors, administrators, successors or assigns from any liability/recourse/damages (financial or

Buyer hereby acknowledges reading this Disclosure and Release, and is aware of the conditions set forth therein. This Disclosure and Release is executed voluntarily, for good and valuable consideration, the receipt of which is hereby acknowledged, and with full knowledge of its significance.

Seller and the Real Estate Broker, and their employees and agents are not qualified to inspect the Property for mold or other microscopic organisms that may exist or make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release is to put Buyer on notice to conduct his/her/their own due diligence regarding this matter using appropriate, qualified experts.

CHASE HOME FINANCE, LL

By: Caryn Saladino 4/12/05
Date

Printed Name

Its: By Caryn Saladino, RED World as Attorney Agent for Chase Home Finance LLC

Jackie D. Weece 4-29-05
Buyer Signature Date

Jackie G. Weece
Printed Name

Teresa D. Weece 4-29-05
Buyer Signature Date

Teresa D. WEECE
Printed Name

Selling Broker/Agt Date

Printed Name

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# 041205 DATE 04/12/2005

1. REAL ESTATE OFFICES:

LISTING AGENCY 1st Class Real Estate Office Phone # 208-587-5776
Office Fax # 208-587-9886 E-Mail Other Phone#
Listing Agent Melinda Lierche E-Mail 1classrealestate@mindspring.com Phone #
SELLING AGENCY 1st Class Real Estate Office Phone # 208-587-5776
Office Fax # 208-587-9886 E-Mail Other Phone # 371-3702
Selling Agent ROBIN HAWKS E-Mail 1classrealestate@mindspring.com Phone #

2. BUYER: Jackie G. and Teresa D. Weese (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 1030 S 30th W City Mountain Home Elmore County, ID, Zip 83647 legally described as: East 1/2 of Lot 18, Block 1, Airport Sub.

OR Legal Description Attached as addendum # 0 (Addendum must accompany original offer.)

3. $ 92,000 PURCHASE PRICE: Ninety-Two Thousand DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

$ 500 **(A). EARNEST MONEY:** BUYER hereby deposits Five Hundred DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (state date) _____ ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto. The responsible Broker shall be Melinda Lierche.

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 32 through 38, fill blanks with N/A (Not Applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 0 business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

$ 81,500 **(C). NEW LOAN PROCEEDS:** FIRST LOAN of $ 81,500 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ RD ☐ OTHER _____ with interest not to exceed 7 % for a period of 30 year(s) at: ☒ fixed rate ☐ other _____ BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/A

$ 0 **(D). ADDITIONAL FINANCIAL TERMS:**
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☐ has ☒ shall apply for such loan(s) within 5 business day(s) of SELLER'S acceptance Within 5 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancelation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.*
FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

$ 0 **(E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING** *(Not including closing costs): Cash at closing* to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: *If any of above loans being Assumed or taken "subject to", any net difference between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow by:* ☐ Cash ☐ Other: 70/S

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 OF 4 PAGES.
BUYER'S Initials (JGW) (TDW) Date 04/12/2005 SELLER'S Initials ( ) ( ) Date _____
This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for use by real estate professionals who belong to the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright Idaho Association of REALTORS®, Inc., 2004

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1080 S 25th W Mountain Home ID# 041205

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing All Plumbing, Electrical, Heating and Air Conditioning to be in good working order at time of closing.
n/a
n/a
n/a
n/a

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Refrigerator, Stove, Dishwasher.
n/a
n/a
n/a

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: none
n/a
n/a
n/a

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that First American Title **Title Company located at** Mountain Home **shall provide the title policy and preliminary report of commitment.**

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects otherwise set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding $2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 OF 6 PAGES.
BUYER's Initials ( ) Date 4/12/05 SELLER's Initials ( ) Date 4/12/05

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1080 S 3RD W Mountain Home ID: 841205

10. INSPECTION:
(A). BUYER choose: ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 144 to 167. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 5 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved of items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, lead reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate. (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is cancelled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

12. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

13. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☐ No ☒ N/A

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are $ N/A per N/A ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of $ N/A at closing.

16. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes page 3 of 6 pages.
BUYER'S INITIALS: [illegible] Date 04.12.2005 SELLER'S INITIALS: [illegible] Date 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1080 S 30th W Mountain Home ID#: 041205

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to $ 500.00 lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-inspection Fee		X			Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	X			
Closing Escrow Fee		X			Additional Title Coverage	X			
Lender Document Preparation Fee	X				Fuel in Tank – Amount to be Determined by Supplier				X
Tax Service Fee		X			Well Inspection		X		
Flood Certification/Tracking Fee		X			Septic Inspections		X		
Lender Required Inspections		X			Septic Pumping		X		
Attorney Contract Preparation Fee				X	Survey		X		

18. OCCUPANCY: BUYER [X] does [ ] does not intend to occupy property as BUYER'S primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 1 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

20. RISK OF LOSS: prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) April 29, 2005
The parties agree that the CLOSING AGENCY for this transaction shall be First American Title
Located at Mountain Home
If a long-term escrow / collection is involved, then the long-term escrow holder shall be NS

22. POSSESSION: BUYER shall be entitled to possession [X] upon closing or [ ] date _____ time _____ [ ] a.m. [ ] p.m.
Property taxes and water assessments (using the last available assessment) as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Upon Closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address, to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's Broker.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

BUYER's Initials JGW BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 6 PAGES. SELLER's Initials _____ Date 4/12

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1090 S 30th W Mountain Home ID#: 041205

25. SINGULAR AND PLURAL, terms each include the other, when appropriate.

26. BUSINESS DAYS & HOURS A business day is herein defined as Monday through Friday, 8:00 a.m., to 5:00 p.m., in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT
- ☒ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.

BUYER'S Initials LKL/L V_____ Date 04/12/05 SELLER'S Initials _____ Date _____

SUBJECT TO COUNTER OFFER

SUBJECT TO COUNTER OFFER

PROPERTY ADDRESS: 1080 S 360th W Mountain Home ID# 041205

33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

36. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 04/14/05 at (Local Time in which property is located) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

37. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature Jackie G. Weece — BUYER (Print Name) Jackie G. Weece
Date 04/12/05 Time 5:00 ☒ a.m. ☐ p.m. — Phone # _____ Cell # 250-0636
Address P.O. Box 103 — City Grandview State ID Zip 83647
E-Mail Address _____ — Fax # _____

BUYER Signature _____ — BUYER (Print Name) Teresa D. Weece
Date _____ Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

38. SELLER'S SIGNATURES:
On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SUBJECT TO COUNTER OFFER

SELLER Signature _____ — SELLER (Print Name) _____
Date 4/12/05 Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

By Caryn Saladino, REO World
as Attorney Infact for
Chase Home Finance LLC

SELLER Signature _____ — SELLER (Print Name) _____
Date _____ Time _____ ☐ a.m. ☐ p.m. — Phone # _____ Cell # _____
Address _____ — City _____ State _____ Zip _____
E-Mail Address _____ — Fax # _____

SUBJECT TO
COUNTER OFFER

RE-11 ADDENDUM/AMENDMENT # 2 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added (added to the agreement (such as lists or descriptions)).
("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

Earnest Money Dated: April 12, 2005 ID # 041205

ADDRESS: 1080 S 16th W Mountain Home ID 83647

BUYER(S): Jackie G. and Teresa D. Weece

SELLER(S): Chase/ REO World

The undersigned parties hereby agree as follows:

1. Closing to be on or before May 27, 2005.
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To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement, including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date May 19, 2005 Time _____ AM/PM Buyer Jackie G. Weece Teresa D. Weece
by Chase/ REO World as Teresa D. Weece

Date 5/19/05 Time _____ AM/PM Seller Attorney-in-fact for Chase Home Finance LLC

1st Class Real Estate

1150 American Legion
Mountain Home, ID 83647
Office: (208) 587-5776 Fax: (208) 587-9086

Fax Cover

Attn: First American From: Robin

Company: Date: 5-23-05

Fax: Pages (including cover): 2

RE: 1085 S. 36th W.

Comments: Hi Ladies,
We are Trying to close this on Tuesday, still waiting for doc's from Well's Fargo

RE-11 ADDENDUM/AMENDMENT # 3 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions).
("Amendment" means the form is being used to change, correct or revoke the agreement (such as modification, addition or deletion of a term).

Earnest Money Dated: April 12, 2005 (M-D-Y) 04/12/05

ADDRESS: 1086 S 36th W Mountain Home, ID 83647

BUYER(S): Jackie G. and Teresa D. Weece

SELLER(S): Chase/ RFO World

The undersigned parties hereby agree as follows:

1. Closing to on or before May 27, 2005.

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To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The notice agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date May 19, 2005 Time _____ AM/PM Buyer by Chase/ RFO World as Teresa D. Weece

Date 5/19/05 Time _____ AM/PM Seller Attorney-in-fact for Chase Home Finance LLC

RE-11 ADDENDUM/AMENDMENT EDIT 10/01/2004 PAGE 1 of 1

1st Class Real Estate

1150 American Legion
Mountain Home, ID 83647
Office: (208) 587-5776 Fax: (208) 587-9086

Fax Cover

Attn: 1st American From: Robin

Company: Date: 5-20-05

Fax: Pages (including cover): 2

RE: 1095 S 36th W

Comments: Hi ladies
Were going to try and close
on Tuesday the 22nd

05/10/2005 11:08 2085879085 1ST CLASS PAGE 02

RE-41 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money. ("Addendum" means that the information below is added (certain) for the agreement (such as date or description). ("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term).

Earnest Money Dated: April 12, 2005 ID# 041205

ADDRESS: 1080 S 26th W Mountain Home ID 83647

BUYER(S): Jackie G. and Teresa D. Weece

SELLER(S): Chase/ REO World

The undersigned parties hereby agree as follows:

1. Address 1080 S. 26th W., Also known as 1085 S. 25th W.
2. All other terms and conditions to remain the same.

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To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provision of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date 05/10/05 Time 11:45 AM/PM Buyer Jackie G. Weece

Date 5/10/05 Time _____ AM/PM Buyer by Limited Power of Attorney Teresa D. Weece

Seller/Agent/Attorney-in-fact for Chase Home Finance LLC

RE-11 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ **ADDENDUM** or an ☒ **AMENDMENT** to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions)).
("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

Earnest Money Dated: April 12, 2005 ID# 041205

ADDRESS: 1080 S 36th W,Mountain Home ID 83647

BUYER(S): Jackie G. and Teresa D. Weece

SELLER(S): Chase/ REO World

The undersigned parties hereby agree as follows:

1. Address 1080 S. 36th W., Also known as 1085 S. 36th W.
2. All other terms and conditions to remain the same.

n/a
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n/a

To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date 05/16/05 Time 11:45 AM/PM Buyer Jackie G. Weece / Jackie G. Weece / Teresa D. Weece

Date _____ Time _____ AM/PM Seller _____ / _____

Analytical Laboratories, Inc.
1804 N. 33rd Street
Boise, Idaho 83703
Phone (208) 342-5515
http://www.analyticallaboratories.com

Laboratory Analysis Report

Sample Number: 0514692

Attn:
CENTRAL DISTRICT HEALTH DEPT
707 NORTH ARMSTRONG PL
BOISE, ID 83704

Collected By: R HAWKS
Submitted By: B MERSCH

Source of Sample:
ROBIN HAWKS 1150 AMERICAN LEGION BLVD
MOUNTAIN HOME, ID 83647

Time of Collection:
Date of Collection: 5/24/2005
Date Received: 5/25/2005
Report Date: 5/26/2005

PWS#:
PWS Name:

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
Lead Furnace		<0.005	mg/L	0.005	SM 3113 B	5/26/2005	DMB
Rush Set-Up Charge		*				5/25/2005	DMB

MCL = Maximum Contamination Level
MDL = Method Minimum Detection Limit
UR = Unregulated

Thank you for choosing Analytical Laboratories for your testing needs.

If you have any questions about this report, or any future analytical needs, please contact Sandy Koch.

CDHD .. 05/25/05 CDHD-MTAL (W) SW CDHD ..

INSTRUCTIONS REVERSE SIDE.

STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE
COLIFORM BACTERIA ANALYSIS REPORT
CONTAMINANT ID# 3100

Shaded areas must be fully filled out or samples will not be run. Private samples need not have pwsID or Chlorine residual. Clear areas are for lab use only.

Your sample will be analyzed for TOTAL COLIFORMS unless you specify another analysis under Remarks.

For PWS only, if this is a repeat sample, mark the date of the ORIGINAL POSITIVE SAMPLE.

Laboratory Name: (Check one)

- ☐ Boise ID00018
- ☐ Pocatello ID00004
- ☐ Coeur d'Alene ID00001

Payment

- ☐ Bill
- ☐ Prepaid
- ☐ Payment received with Sample: Receipt #_____

Fax 587-9086

RESULTS

LABORATORY Sample Number (LAB USE ONLY)	Sample Type Code								TOTAL COLIFORMS Method Code	TOTAL COLIFORMS (P)resent (A)bsent #/100ml	FECAL COLIFORMS Method Code	FECAL COLIFORMS (P)resent (A)bsent #/100ml	ESCHERICHIA COLI Method Code	ESCHERICHIA COLI (P)resent (A)bsent #/100ml
14692														

Sample Type codes: RS - Routine Sample; RF - Repeat Sample (At original tap); U - Upstream Repeat; D - Downstream Repeat; X - Other Repeat; W - Untreated (source); C - Construction/Special; E - Enforcement (chain of custody required)

Chain-of-Custody Information

Relinquished by:	Date:	Time:	Received by:	Relinquished by:	Date:	Time:	Received by:
Relinquished by:	Date:	Time:	Received by:	Relinquished by:	Date: 5-25	Time: 9:40	Received by:

DATE/TIME RECEIVED _____ ANALYST _____ REMARKS _____

DATE/TIME ANALYZED _____ SUPERVISOR _____

DATE REVIEWED _____

1st Class Real Estate

1150 American Legion
Mountain Home, ID 83647
Office: (208) 587-5776 Fax: (208) 587-9086

Fax Cover

Attn: Lee Anna From: Robin Hawks

Company: Date: 5-27-05

Fax: Pages (including cover): 2

RE: 1085 S. 316th W.

Comments: Lead Water Test Results

BRIGGS ENGINEERING, Inc.

1800 West Overland Road, Boise, Idaho, 83705
Voice (208) 344-9700 / Fax (208) 345-2950
INVOICE # 505054

CLIENT: Kim Heinen
Wells Fargo Home Mortgage
210 E. Jackson
Mountain Home, ID

fax 587-0092
voice 587-0097

PROJECT: 1085 S 36th West
PROJECT #: 50546
DATE: May 16, 2005

WORK COMPLETED:
Engineering services completed this period include the following:

1. Foundation Inspection

FEE SCHEDULE:

Principal:	0.0	hours @ $130.00/hr. =	
Project Engineer:	2.5	hours @ $100.00/hr. =	250.00
Technician:	0.0	hours @ $60.00/hr. =	
Clerical:	0.5	hours @ $42.00/hr. =	21.00
Expenses:	$0.00	@ 110% =	
Mileage:	94.0	miles @ $0.40/mile =	37.60

INVOICE TOTAL	$	308.60
BILLED TO DATE	$	0.00
PAID TO DATE	$	0.00
PAST DUE	$	0.00
Interest (18%) & Additional Billing Fee ($5.00) =	$	0.00
TOTAL DUE	$	*308.60*

REMIT TO: **BRIGGS ENGINEERING, Inc.**
1800 W. Overland Road
Boise, Idaho 83705

fax (208) 345-2950
voice (208) 344-9700

John Martin, Project Manager

Approved

50546

BRIGGS ENGINEERING, Inc.
ENGINEERS / PLANNERS / SURVEYORS

1800 West Overland Road
Boise, Idaho 83705 – 3142
Voice (208) 344-9700
Fax (208) 345-2950
E-mail johnm@briggs-engineering.com

May 16, 2005

587-0097
Fax 587-0092

Wells Fargo Home Mortgage
210 E. Jackson
Mountain Home, ID

Attn: Kim Heinen Heinen

Re: **1085 S 36th West** **Mountain Home, ID**

I visited the home at approximately 1:30 pm today and made the following observations:

1. There were no structurally significant cracks.
2. The number of vents met requirements.
3. The ground around the home sloped away from the foundations.
4. The perimeter foundation walls consist of concrete stem walls on strip footings.
5. Soil has been added for protection against frost heave.
6. The holddowns were installed properly and the spacing is adequate to resist the design loads.
7. The rail beams are supported on power piers on continuous concrete footings.
8. The marriage line is supported on CMU piers on a continuous concrete footing.
9. There is a vapor barrier in place.
10. There is adequate access to the crawl space at the west end of the home.

The foundations are in good condition and meet the requirements of the Permanent Foundations Guide for Manufactured Housing HUD-007487 dated September 1996.

Sincerely,

John D. Mortin P.E.

50546

PROFESSIONAL ENGINEER REGISTERED 7184 5-16-05 STATE OF IDAHO JOHN D. MORTIN

Fax to: Chase

Attention: 877-819-3092

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Copies of checks / funding check and processing fee Check / HUD / UPS Receipt

Total number of pages, including cover letter: 7

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Here are the copies you requested. We missed the UPS pickup today, but it will go out tomorrow afternoon.

Thank you,
LeeAnna Lathrop

05/31/2005 TUE 17:07 FAX 001

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	1587
CONNECTION TEL	18776193092
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/31 17:04
USAGE T	02'44
PGS.	8
RESULT	OK

RECEIPT OF OUR LOAN FUNDING DOES NOT CONSTITUTE THAT WE HAVE RECEIVED VERBAL RELEASE FROM THE FUNDER PRIOR TO RECORDING.

BORROWER: WEECE LOAN #: 0052718392

THE FOLLOWING FORMS MUST BE FAXED TO WELLS FARGO HOME MORTGAGE FOR FUNDING CLEARANCE

- X HUD Settlement Statement ✓
- X Wire Instructions
- X "FINAL" EXECUTED TRUTH IN LENDING ✓
- ☒ 1003/Final Signed Application ✓
- ☒ Note – ALL pages ✓
- ☒ FHA/VA – Hud Addendum – signed by all ✓
- ☐ Recission Notice/Notary Page of Deed of Trust
- ☐ 2nd Mortgage Note & Deed of Trust
- ☐ Subordination Agreement

BOND DOCUMENTS

- ☐ Seller Affidavit & attention Escrow Letter
- ☐ IHFA Recapture Notice ☐ Recapture Summary
- ☐ Tax Exempt Financing Rider
- ☐ IHFA Funding Agmt ☐ Deed of Trust on 2nd
- ☐ Affidavit Addendum to Residential Loan Application
- ☐ Acquisition Cost Certification
- ☐ Notices to Buyers & Requirements Certification
- ☐ Notices to Buyers Re: Application of Recapture Provision

MISC

- ☑ Well Cert ✓
- ☐ Executed Holdback Agreement
- ☐ Roof Certification
- ☐ Septic Inspection

NEW CONSTRUCTION

- ☐ Final Inspection
- ☐ 2/10 Warranty & Acceptance Letter
- ☐ Building Permit
- ☐ Certificate of Occupancy (city or county)
- ☐ Notice to the Homebuyer
- ☐ Insulation Certification
- ☐ Manufacturer's Warranty List
- ☐ Warranty of Completion
- ☐ Description of Materials
- ☐ Lead Free Plumbing
- ☐ VA "Not Inspected" Acknowledgement
- ☐ CABO & Local Code Certification
- ☐ Voluntary Escrow Pre-Payment Disclosure
- ☐ Borrower's Consent for Credit Check
- ☑ original engineering cert. ✓
- ☑ manuf. home riders (3) ✓
- ☑ re-executed purchase agreem. ✓
- ☑ Amendatory clause
- ☐

ESCROW AGENT !! INITIAL NEXT TO THE ITEMS MARKED BELOW TO CERTIFY DOCUMENT WAS SIGNED AT CLOSING.
*These items **DO NOT** need to be faxed to us !!*

- ☐ ____ Tax Returns
- ☑ ____ 4506
- ☐ ____ RIDERS: PUD/Condo/ARM/Balloon
- 1-4 Family/2nd Home/Mfg Home
- ☐ ____ Statement of Occupancy
- ☐ ____ General Loan Acknowledgement
- ☐ ____ Price Protection / Loan Profile Information

05/31/2005 TUE 15:30 FAX 001

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	1684
CONNECTION TEL	18663057231
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/31 15:28
USAGE T	02'06
PGS.	6
RESULT	OK

TRANSMISSION VERIFICATION REPORT

TIME : 05/06/2005 15:13
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/06 15:12
FAX NO./NAME	15033535108
DURATION	00:01:27
PAGE(S)	07
RESULT	OK
MODE	STANDARD ECM

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: 5/6/05

Fax to: Wells Fargo Home Mortgage/503-353-5108

Attention: Esther Jorgensen

From: First American Title Company Fax No. (208) 587-1441

At the Request of: Linda Sloderbeck

Transmission includes:

Wire Instructions w/E-mail Address, Preliminary Title Report, Estimated Figures Sheet, and Tax Info. Sheet.

Total number of pages, including cover letter: 8

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: RE: Jackie G. & Teresa D. Weece @ 1080 South 36th West Street, Mountain Home, Idaho 83647. Your loan #0052718392. Our file no. FA-13473. Prorated taxes for 2005 are $339.72, for 1/1/05 through 5/12/05, this will be a credit to buyers. The total amount is $946.54. The second half 2004 will be paid out of closing in the amount of

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: 5/6/05

Fax to: Wells Fargo Home Mortgage/503-353-5108

Attention: Esther Jorgensen

From: First American Title Company Fax No. (208) 587-1441

At the Request of: Linda Sloderbeck

Transmission includes:

Wire Instructions w/E-mail Address, Preliminary Title Report, Estimated Figures Sheet, and Tax Info. Sheet.

Total number of pages, including cover letter: 8

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: RE: Jackie G. & Teresa D. Weece @ 1080 South 36th West Street, Mountain Home, Idaho 83647. Your loan #0052718392. Our file no. FA-13473. Prorated taxes for 2005 are $339.72, for 1/1/05 through 5/12/05, this will be a credit to buyers. The total amount is $946.54. The second half 2004 will be paid out of closing in the amount of $270.85.

Just as an FYI, I have been in contact with the seller, Chase Home Finance, LLC, and they stated that they are on "hold" on this transaction as they have yet to receive a signed contract. Please let me know if you have received any different information.

Thank you and have a great weekend!

Linda

HOME MORTGAGE

12550 SE 93rd Avenue
Clackamas, OR 97015

Esther Jorgensen
Mortgage Specialist
503-353-4883 Phone
503-353-5108 Fax
esther.jorgensen@wellsfargo.com

CRITICAL TO THE CLOSING – PLEASE PROVIDE ASAP

Escrow Agent	Becky Hughes	Title Company	First American Title
Phone	208-587-8428	Fax	208-587-1441
RE: Escrow #		Est. Sign Date:	5/12/05
Name of Borrower(s):	Jackie G. & Teresa D. Wecce	Est. Fund Date	5/12/05
Loan Amt:	$98,455.00	Loan Number	0052718392 AU
Address:	1080 S. 36th Street W.		Mountian Home, ID 83647

☒ Preliminary Title Report / When Completed
Please Note: Government Search Fee must read: Lien Search Fee Reconveyance Fee must read: Release Fee

☒ Wire Instructions

☒ Email Address / Registered with eLynx ☐ Yes ☐ No

email address for EDD: _____

It's easy to register for eLynx. Just call 1-800-905-0939 or email wellsfargo@elynx.com

☒ Please confirm the following fees:

All Please

All Please

Title Policy fee:		Prorated Taxes Through	
Escrow fee:		Close date	
Recording fee:		Credit $ amount	
Release Fee/Satisfaction:		or	
Courier Fee/Overnight:		Charge $ amount	
Wire Transfer:		to borrower.	
Electronic Doc fee:			
Messenger fee:			

☐ Please provide payoffs for the following liens:

Company: _____ Account # _____

Company _____ Account # _____

Company _____ Account # _____

PLEASE FAX ABOVE INFORMATION AND WIRING INSTRUCTIONS TO:

Esther TELEPHONE: 503-353-4883 FAX: 866-305-4541

FIRST AMERICAN TITLE COMPANY
190 North 3rd East
Mountain Home, ID 83647
Phone (208) 587-8428 or (888) 580-8428
Fax (208) 587-1441

May 6, 2005

Wells Fargo Home Mortgage
Attn: Esther Jorgensen
12550 SE 93rd Ave.
Clackamas, OR 97015

Via Fax No.: 503-353-5108

Dear Esther:

As per your request, please find the following **ESTIMATED** closing figures:

Escrow Closing Fee (based on sale/loan amount of $100,000.00): $335.00.
Premium for Standard Owners Coverage (based on sales price of $100,000.00): $605.00.
Premium for Extended Lender's Policy (based on loan amount $98,455.00): $255.45.
Endorsements 100, 116, 8.1: $50.00.
Commission at 5.75%: $5,750.00.
Recording costs: $3.00 per page.
Reconveyance Fee: $43.00 each.
Courier Fee: $15.00 each.
Credit Card Processing Fee: $10.00 per check.
Construction Draws: $10.00 per check.

Also add any prorations for taxes and/or dues if applicable. See Fax Cover Sheet for details on tax amounts. All figures are subject to change, as they are based on loan amount or sales price.

Sincerely,

FIRST AMERICAN TITLE COMPANY

Linda Sloderbeck

Linda Sloderbeck
Escrow Assistant

Main Identity

From: "Linda Sloderbeck" <fatmh@mindspring.com>
To: <brian@reoworld.com>
Sent: Thursday, May 05, 2005 1:20 PM
Subject: Fw: 1080 South 36th West Street, Mountain Home

Mr. Dauk,
Please note the following message to Mrs. Saladino. I have not yet had a response and was hoping that you might also be e contact for this file. Thank you for your help and cooperation.
Have a great day!
Linda Sloderbeck

Per Reo world, they are on hold on this transaction. They have yet to receive a signed contract.

---- Original Message ----
From: Linda Sloderbeck
To: brian@reoworld.com
Sent: Thursday, May 05, 2005 1:18 PM
Subject: Fw: 1080 South 36th West Street, Mountain Home

---- Original Message ----
From: Linda Sloderbeck
To: caryn@reoworld.com
Sent: Tuesday, May 03, 2005 2:49 PM
Subject: 1080 South 36th West Street, Mountain Home

Ms. Saladino,

My name is Linda Sloderbeck and I will be working with you as a point of contact for the closing agency, First American Title, for the property at 1080 South 36th West, Mountain Home, ID 83647. I received your name from Melinda Liercke at 1st Class Real Estate, the listing agent on this property. I will need Closing Instructions from on this as soon as you can get to it. The Title Commitment requires that we have a copy of a resolution of the board of directors authorizing corporate officers with the power to execute on behalf of Chase Manhattan. Please send me the name and vesting on the person that will be signing documents for us and a Tax I.D. number for Chase. If we will be wiring money for seller proceeds, please attach wire instructions. We can deposit directly to the local banks, if preferred.
Please let me know if you have any questions for us at this time. I look forward to working with you. Have a great day!

Linda Sloderbeck
First American Title Company
190 North 3rd East
Mountain Home, ID 83647
phone) 868-580-8428
fax) 208-587-1441
e-mail) fatmh@mindspring.com

First Ame: MR. JACKIE G. WEECE
TERESA D. WEECE
101 HWY. 78 PH. 208-834-2920
P.O. BOX 103
GRAND VIEW, ID 83624

8809

DATE Apr 22, 05

PAY TO THE ORDER OF First American Title $2000.00

Two thousand and 00/100 DOLLARS

SECURITY STATE BANK

ULTIMATE CHECKING PLUS

MEMO earnest money Jackie G. Weece

⑆125100607⑈8809 4522222580⑈

PLEASE CO
FAX: (714)
EMAIL: REO

Open Date:	01-24-2005 2:10 PM	*231534 3*
Site:	FATCO (ELMORE, ID)	
Division:	NDS-REO	

Order No.:	2315343	Escrow No.:	
Title Officer:	MELISSA TRIM,	Escrow Officer:	
Title Type:	COMMIT W/CLOSING *COMMIT W/CLOSING – Loan amount: $TBD*	Escrow Type:	REO
		Escrow Open:	01-24-2005 2:10 PM
Trans. Type:	$.00	Escrow Site:	
Lender Ref:	NONE	County Ref:	FA-13473
	1988468877	Proposed Insured:	
Address:	1080 S 3RD W ST, MOUNTAIN HOME, ID 83647	APN No.:	
	ELMORE	Lot/Block/Tract:	//
Owner:	CHASE MANHATTAN MORT	Book/Page:	/
Prior Owner:	LORBE ESTATE		
Buyer:			

Instructions: PLEASE ISSUE A TITLE COMMITMENT ONCE THE TRUSTEE'S DEED IS OF RECORD. PLEASE FAX THE COMMITMENT AND INVOICE TO ROB DEL ROSARIO @ 800-430-2680.

Products 0 CC&R: 0 Docs: 0 Easements: 0

CUSTOMER	CONTACT 1
REO WORLD 359 SAN MIGUEL, SUITE 107 NEWPORT BEACH, CA 92660 BRIAN DAUK BRIAN@REOWORLD.COM PH: 949-720-7009 FX: 949-720-1206 BRIAN@REOWORLD.COM	NATIONWIDE DEFAULT TITLE SERVICES 3 FIRST AMERICAN WAY SANTA ANA CA 92707 DEL ROSARIO, ROBERT (877) 416-4968 (800) 430-2680 RDELROSARIO@FIRSTAM.COM
TITLE	T/FARM
FATCO (ELMORE, ID) 190 NORTH THIRD EAST MOUNTAIN HOME ID 83647 MELISSA TRIM TITLE 208-587-8428 (208) 587-3325	FC ATTY: RINGERT AND CLARK 208-342-4591 BROKER: MELINDA LIERCKE 208-587-5776 208-587-9086
	ATTY

REQUEST FOR INFORMATION
First American Title Company
Phone: (208) 587-8428 / Fax: (208) 587-1441

DATE: 5/3/05

TO: 1st Class Real Estate/587-9086/Attn: Melinda Liercke

FROM: Linda

RE: Chase Manhattan Mortgage Corp. to Weece @ 1080 S. 36th West

Please provide the following information for the customer listed above.

Sellers Contact Information:

Please call or fax information back to me as soon as possible.

Thank you so much for your help. Have a great day!!

Caryn Saladino
caryn@reoworld.com
Phone: 949-720-7009 X13
Fax: 949-720-1745

STATEMENT OF INTENT TO DE ARE THIS DOCUMENT IS BEING RECORDED TO CORRECT LEGAL
MANUFACTURED HOME AS RE ROPERTY

1. Owner Name(s): Ky C Holden
2. Mailing Address: 670 S. 36th W.
3. Property Address: 1150
4. Legal Description: Lot 16 EAST HALF Blk 1 Airport Sub Part Kuff
5. Real Property Parcel #: 00004010160
6. Manufactured Home Parcel #: MHTR0000453800
7. Land Ownership: ☒ Deed ☐ Recorded ☐ Contract of Sale ☐ Unrecorded

321361

ELMORE COUNTY, IDAHO ss.
Request of Kim Holden
Time 3:52 PM
Date April 6, 2000
GAIL L. BEST, Recorder
By Barbara Stutz Deputy
Fee $3.00

8. Manufactured Home Description:
Make: Champion Manor
Model:
Year: 1999
Serial Number:
Size: 66x27
Lien Holder, If Any: The Associates

The undersigned, being duly sworn, states that the above information is true and correct, and does hereby exercise STATEMENT OF INTENT, declaring the "Statement of Intent to Declare" the above referenced manufactured home to constitute real property to be null and void according to Section 63-304, Idaho Code. The undersigned further represents that the running gear of the home has been removed and that the manufactured home will be permanently affixed to a foundation on land which is owned or being purchased by the owner or purchaser of the manufactured home.

9. Signature: [signature] Date: 4/4/00 Signature: [signature] Date: 4-4-00

STATE OF IDAHO
COUNTY OF Elmore } ss.

On this April day of 4 2000, before me, the undersigned notary public in and for said State, personally appeared _____ or identified to me to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Statement first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Statement first above written.

KRISTINA REEDY NOTARY PUBLIC STATE OF IDAHO

Kristina Reedy
Notary Public in and for the STATE of IDAHO
Residing at Mountain Home Idaho
Commission Expires 2004

RE-RECORDED

ELMORE COUNTY, IDAHO ss
Request of GUARANTY TITLE, INC.
Time 3:55 PM
Date March 16, 2001
GAIL L. BEST, Recorder
By _____ Deputy
Fee $3.00

327344

Signatures - Pursuant to Section 63-304, Idaho Code

10. BUILDING & ZONING DEPARTMENT OR OTHER AUTHORIZED OFFICIAL:
A. Removal of running gear — [signature] 4/4/00
B. Permanently affixed to a foundation (See Title 44, Chapter 22, Idaho Code) — [signature] 4/4/00

11. COUNTY ASSESSOR
Ownership of land and manufactured home and payment of sales Tax on new manufactured home verified. — Darlene Coulter 4-5-00

12. CONSENT OF LIENHOLDER ASSOCIATES — [signature] 4-6-00

7-23-04 took copy this and taped to assessors office to see what the problem was with this. Talked with Michelle. She made a list above. Call to DMV. The title had been surrendered to them 8/02. Then DMV failed to let the assessors office know.

AV00081 4/97

000229

First American
Title Insurance Company
NATIONAL DEFAULT TITLE SERVICES

NDS-REO - Order Sheet - 2315343

PLEASE CONFIRM RECEIPT OF THIS ORDER, WITH YOUR REFERENCE NUMBER, BY ONE OF THE FOLLOWING:
FAX: (714) 800-7801
EMAIL: REO.CONFIRMATIONS@FIRSTAM.COM

Open Date:	01-24-2005 2:10 PM	*231534
Site:	FATCO (ELMORE, ID)	3*
Division:	NDS-REO	
	Commission 5.75%	

Order No.:	2315343	Escrow No.:	
Title Officer:	MELISSA TRIM,	Escrow Officer:	
Title Type:	COMMIT W/CLOSING *COMMIT W/CLOSING - Loan Amount: $TBD*	Escrow Type:	REO
		Escrow Open:	01-24-2005 2:10 PM
		Escrow Site:	
Trans. Type:	$.00	County Ref:	FA-13473
Lender Ref:	NONE 1988468877	Proposed Insured:	
Address:	1080 S 36TH W ST, MOUNTAIN HOME, ID 83647 ELMORE	APN No.:	
		Lot/Block/Tract:	//
Owner:	CHASE MANHATTAN MORT	Book/Page:	/
Prior Owner:	LOREE ESTATE		
Buyer:			

Instructions: PLEASE ISSUE A TITLE COMMITMENT ONCE THE TRUSTEE'S DEED IS OF RECORD. PLEASE FAX THE COMMITMENT AND INVOICE TO ROB DEL ROSARIO @ 800-430-2680.

Product: 0 CC&R: 0 Docs: 0 Easements: 0

CUSTOMER	CONTACT 1
REO WORLD 359 SAN MIGUEL, SUITE 107 NEWPORT BEACH, CA 92660 BRIAN DAUK BRIAN@REOWORLD.COM PH: 949-720-7009 FX: 949-720-1206 BRIAN@REOWORLD.COM	NATIONWIDE DEFAULT TITLE SERVICES 3 FIRST AMERICAN WAY SANTA ANA CA 92707 DEL ROSARIO, ROBERT (877) 416-4958 (800) 430-2680 RDELROSARIO@FIRSTAM.COM
TITLE	**T/FARM**
FATCO (ELMORE, ID) 190 NORTH THIRD EAST MOUNTAIN HOME ID 83647 MELISSA TRIM TITLE 208-587-8428 (208) 587-3325	PC ATTY: RINGERT AND CLARK 208-342-4591 BROKER: MELINDA LIERCKE 208-587-5776 208-587-9086
	ATTY

Closing ASAP (early May)

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE A

1. Commitment Date: January 21, 2005 at 08:00 AM

2. Policy (or Policies) to be issued:

		Premium	Amount
(a) Owner's Policy Proposed Insured: To Be Determined	(ALTA Std. Policy (10/17/92))		
(b) Loan Policy Proposed Insured: To Be Determined	(ALTA Ext. Policy (10/17/92))		
(c) Endorsements Proposed Insured:	(To Be Determined)		

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

   Chase Manhattan Mortgage Corporation

4. The land referred to in this Commitment is described as follows:

   The East one-half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

   Address according to the Elmore County Assessor:

   1073 South 36th West Street
   Mountain Home, Idaho 83647

FIRST AMERICAN TITLE COMPANY
By: Susan Anderson

FIRST AMERICAN TITLE COMPANY

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

e. Release(s) or Reconveyance(s) of item(s):, _NONE_

f. With respect to Chase Manhattan Mortgage Corporation, a corporation, we require:
a. A certified copy of good standing of recent date issued by the Secretary of State of the Corporation's state of domicile.
b. A certified copy of a resolution of the board of directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

g. You must give us the following information:
1. Any off record leases, surveys, etc.
2. Other

h. Important: If this transaction fails to close and/or this commitment is canceled, a fee will be due and owing, which fee complies with the rates currently on file with the Department of Insurance, State of Idaho. We will consider the party who ordered this commitment, and/or the party benefiting from it, responsible for payment unless notified in writing within 30 days to the contrary.

i. Copies of any of the Exceptions listed in Schedule B, Section 2 will be furnished upon request.

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes or Assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records

2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry or persons in possassion thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records

6. Any lien, or right to a lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 2004 taxes in the original amount of $365.14, Tax Parcel Number MHTR0000453800A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20 of current year.

8. 2004 taxes in the original amount of $176.56, Tax Parcel Number RP00004001016AA. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20 of current year.

9. 2005 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December of the current year.

10. Easements on the recorded plat of said subdivision.

11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claim which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as instrument No. 156676, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination basad on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

12. Statement of Intent to Declare Manufactured Home Real Property recorded April 6, 2000, Instrument No. 321361 and re-recorded March 16, 2001 as Instrument No. 327344.

13. Declaration of Easement executed by Ricky C. Holden and Kimberly M. Holden, recorded May 2, 2001 as Instrument No. 328332.

The above numbered exceptions, 1-4 & 6 may be eliminated in an ALTA Extended Coverage Policy.

Magic Software Enterprises Ltd
glenna terry fire

Parcel Master Print

Date: 07/25/2005
Time: 15:25:52
Page: 1

Parcel #: RP 00004001016A A
Owner: SAUNDERS, LOREE M
1065 S 36TH W
MTN HOME ID 83647
Legal: E 1/2 LOT 16
AIRPORT SUB
BLK 1

Tax Code Area: 520.00
Zip Code: 83647

Categories:

Category	Description	Unit	Quantity	Value
15	RURAL SUBD, RESIDENTIAL LOTS	AC	1.042	15160

Tax Information:

Year	Bill No.	Tax Mrkt Value	Tax Amount	C.B. Amt	Half	Cost	Interest	Penalty	Payment	Cancelled	Home Market	Home Exempt	Pmt. Cde	Spcs Total
2004	8806	15160	176.56		1st 2nd				88.28					
2003	8665	15160	178.42		1st 2nd				89.21 89.21					
2002	8467	13146	150.66		1st 2nd				75.33 75.33					

Front Footage:
Depth:
Other Desc:
Property Address:
Zip Code:

Deed Ref #'s:
1. WD 328476
2. WD 321585
3. WD 321580
4. CONT
5. WD 283534

Magic Software Enterprises Ltd
glenns ferry tire

Parcel Master Print

Date: [illegible]
Time: 09:58:55
Page: 1

Parcel #: MH TR0000453800 A
Owner: SAUNDERS, LOREE M
1073 S 36TH W
MTN HOME ID 83647
Legal: 1999 CHAMPION 27X66
0000400101BA
1073 S 36TH W

Tax Code Area: 520.00
Zip Code: 83647

Categories:

Category	Description	Unit	Quantity	Value
46	MANUFACTURED HOUSING			59297

Tax Information:

Year	Bill No.	Tax Mrkt Value	Tax Amount	C.B. Amt	Half	Cost	Interest	Penalty	Payment	Cancelled	Home Market	Home Exempt.	Prnt. Cde	Spcs Total
2004	1833	59297	365.14		1st 2nd				182.57			29649		
2003	1877	59297	368.78		1st 2nd				184.39 184.39			29649		
2002	1920	66729	402.30		1st 2nd				201.15 201.15			33365		
2001	1968	67119	865.12		1st 2nd				432.56 432.56					

Front Footage: **Depth:**
Other Desc:
Property Address: 1073 S 36TH W
Zip Code: 83647

Deed Ref #'s:
1. 4.
2. 5.
3.

TRANSMISSION VERIFICATION REPORT

TIME : 05/03/2005 10:19
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/03 10:18
FAX NO./NAME	5879086
DURATION	00:00:16
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

REQUEST FOR INFORMATION
First American Title Company
Phone: (208) 587-8428 / Fax: (208) 587-1441

DATE: 5/3/05

TO: 1st Class Real Estate/587-9086/Attn: Melinda Liercke

FROM: Linda

RE: Chase Manhattan Mortgage Corp. to Weece @ 1080 S. 36th West

Please provide the following information for the customer listed above.

Sellers Contact Information:

Please call or fax information back to me as soon as possible.

Thank you so much for your help. Have a great day!!

Main Identity

From: "Linda Sloderbeck" <fatmh@mindspring.com>
To: <caryn@reoworld.com>
Sent: Wednesday, May 11, 2005 7:58 AM
Subject: 1080 South 36th West St., Mountain Home

Dear Caryn,
I emailed you in the last week or so ago, the property here in Mountain Home, Idaho is still in the works for closing according to the buyers lender. Could you please let me know ASAP if you have received a signed contract and if this is still an open deal? Thank you for all your cooperation on this.

Linda Sloderbeck
Escrow Assistant
First American Title Company
190 N. 3rd East
Mountain Home, Idaho 83647
P)888-580-8428
F)208-587-1441
EMail)fatmh@mindspring.com

Main Identity

From: "Linda Sloderbeck" <fatmh@mindspring.com>
To: <brian@reoworld.com>
Sent: Wednesday, May 11, 2005 8:01 AM
Subject: Fw: 1080 South 36th West St., Mountain Home

----- Original Message -----
From: Linda Sloderbeck
To: caryn@reoworld.com
Sent: Wednesday, May 11, 2005 7:58 AM
Subject: 1080 South 36th West St., Mountain Home

Dear Caryn,
I emailed you in the last week or so ago, the property here in Mountain Home, Idaho is still in the works for closing according to the buyers lender. Could you please let me know ASAP if you have received a signed contract and if this is still an open deal? Thank you for all your cooperation on this.
Linda Sloderbeck
Escrow Assistant
First American Title Company
190 N. 3rd East
Mountain Home, Idaho 83647
P)888-580-8428
F)208-587-1441
EMail)fatmh@mindspring.com

0052718392

Good Faith Estimate of Settlement Costs

*If rate/program floating, fees are subject to change.

LLS FARGO BANK, N.A.

KIMBERLY HEINEN (208) 587-0099
12550 SE 93RD AVE,
CLACKAMAS, OR 97015

Applicants: JACKIE G WEECE, TERESA D WEECE

Loan type: FHA/VA 30 YR. FIXED RATE - GII

Date: 05/11/05

Sales/Purchase Price: $ 100,000.00

Est. Appraised Value: 110,000.00

Mortgage amount: $ 98,455.00

Interest rate: 6.375 %

Property address: 1080 S 36TH STREET W, MOUNTAIN HOME, ID 83647

Estimated Monthly Payment

P & I Payment	$ 614.23	Taxes	$ 108.33		$
Other Financing P & I	$	PMI/MIP	$ 40.42		$
Insurance	$ 35.42	HOA	$	Est. Total Mo. Pymt	$ 798.40

Est. Closing Costs		Borrower	Seller	Lender	Total
703. Commission Paid At Settlement		$	$	$	$
704. Sales/Brokers Commissions Sales Tax		$	$	$	$
801. 1.000	% Origination Fee	$ 970.00	$	$	$ 970.00
802.	% Discount	$	$	$	$
803	APPRAISAL FEE	$	$ 425.00	$	$ 425.00
804	CREDIT REPORT	$ 14.00	$	$	$ 14.00
808-817	FLOOD LIFE OF LOAN FEE	$ 16.00	$	$	$ 16.00
808-817	PROCESSING FEE	$	$ 90.00	$	$ 90.00
808-817	TAX SERVICE FEE	$	$ 78.00	$	$ 78.00
808-817	UNDERWRITING FEE	$	$ 195.00	$	$ 195.00
808-817	FHA UPFRONT MIP	$ 1455.00	$	$	$ 1455.00
1108	TITLE INSURANCE	$ 333.00	$	$	$ 333.00
1111-1113	ESCROW/CLOSING/SETTLEMENT	$	$ 350.00	$	$ 350.00
1201	RECORDING FEE - DEED	$ 66.00	$	$	$ 66.00
Est.Total Closing		$ 2854.00	$ 1138.00	$	$ 3992.00

Est. Prepaid Expenses

901. Interest - estimated 15 days @ 17.20000 /day	$	258.00
902. Mortgage insurance premium (PMI/MIP)	$	
903. Fire and hazard insurance premium: 1 year	$	425.00
904. Flood insurance: 1 year (POC)	$	
1001. Hazard insurance escrow: 3 months	$	106.26
1002. Mortgage insurance escrow: 0 months	$	
1003. City property taxes: months	$	
1004. County property taxes: 3 months	$	324.99
1006. FLOOD INSURANCE months	$	
1007. months	$	
1008. months	$	
1009. Aggregate Accounting Adjustment	$	-143.76
Total estimate prepaid expenses		970.49
Total estimate of settlement costs		4962.49

Estimated Cash Required to Close

A) Estimated total settlement costs to be paid at closing (Total estimate of settlement costs - Line D)	$	4962.49
B) Estimated closing costs to be financed	$	1455.00
D) Items paid outside of closing (POC) .00 and other credit .00	$	.00
E) Subordinate Financing	$	.00
F)	$	
H) Purchase: Down Payment Amount Refi: Total Loan Amount - Payoff of Lien(s)	$	3000.00
I) Earnest money paid	$	.00
J) Closing costs expected to be paid by seller(s) 1138.00 by the Lender	$	1138.00
K) Estimated cash required to qualify and close (verifiable liquid assets) (A - B + D - E - F + H - I - J)	$	5369.49
L) ESTIMATED CASH REQUIRED TO BRING TO CLOSING (IN FORM OF CASHIER'S CHECK) (K-D)	$	5369.49

12550 SE 93rd Avenue, Suite 400
Clackamas, OR 97015
(503) 353-4883 fax (866) 305-4541

WELLS FARGO HOME MORTGAGE

Fax

Becky Hughes 5/13/05 per fax auto/lenny 322-0804 on 5/13 - 3:28

To: 1St American
From: Esther Jorgansen
Phone: (208) 587 8428
Date: 5/12/05
Fax: (208) 587 3375
Pages:
Re: Estimated Hud
CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Weeke Loan # 0052718392

Please provide the following list:

1. **Estimate Hud** ✓ ✓
2. **E-mail address for EDD Docs**_____
3. **Most recent Warranty Deed of current Sellers** ✓
4. **If Manufacture Home the preliminary title work needs to state specifically that you will provide** ALTA 7 **endorsement or equivalent to the final title policy when it is issued. See attached acceptable requirements and State requirement Endorsements.**

"Note" on Comment on letter Hud

Please fax to (866)-305-4541 attention Esther. If you have any questions please call me at toll free phone #877-622-8978 ext. 4883.

Thank you in advance for your prompt response.

TRANSMISSION VERIFICATION REPORT

TIME : 05/12/2005 14:58
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/12 14:56
FAX NO./NAME	18663054541
DURATION	00:01:36
PAGE(S)	04
RESULT	OK
MODE	STANDARD ECM

FIRST AMERICAN

FIRST AMERICAN TITLE CO.
PO BOX 813
190 NORTH 3RD EAST
MOUNTAIN HOME, ID 83647
TEL: (208) 587-8428
FAX: (208) 587-3325
OR (208) 587) 1441
Toll Free: (888) 580-8428

E-MAIL: fatmh@mindspring.com

TRANSMITTAL

TO: Esther 866-305-4541
Wells Fargo 877-622-8978 X4883

FROM: BECKY HUGHES

DATE: 5/12/05 PAGES: 3 (including cover page)

RE: WEECE #00527183 92

NOTES:

Here is the Hud-1 (Showing FA 7)

$1,298.26 due from Buyer

*2000.00 Seller paid Buyer Costs

* Must show on title Commitment or letterhead specific wording that we WILL ISSUE + FA 7 / Showing

→ Also - copy of current deed to Seller

→ EMAIL DOCS to: fatmh@mindspring.com

Call with any questions

000242

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

TYPE OF LOAN:

1. [x] FHA 2. [ ] FmHA 3. [ ] CONV. UNINS. 4. [ ] VA 5. [ ] CONV. INS.

6. FILE NUMBER: FA-13473

7. LOAN NUMBER: 0052718392

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (FA-13473.PFD/FA-1347325)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Jackie G. Weece and Teresa D. Weece PO Box 103 Grand View, ID 83624	Chase Manhattan Mortgage Corporation	Wells Fargo Bank, NA 12550 SE 93rd Ave., Suite 400 Clackamas, OR 97015

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
1085 South 36th West Street Mountain Home, ID 83647 Elmore County, Idaho E2 16/1 AIRPORT SUB.	First American Title Company PLACE OF SETTLEMENT 190 N. 3rd East Mtn. Home, Id 83647	May 13, 2005 Disburse:05/17/05

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	100,000.00	401. Contract Sales Price	100,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,105.94	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	102,105.94	*420. GROSS AMOUNT DUE TO SELLER*	100,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	98,455.00	502. Settlement Charges to Seller (Line 1400)	9,509.85
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/05 to 05/17/05	352.68	511. County Taxes 01/01/05 to 05/17/05	352.68
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	100,807.68	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	9,862.53
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	102,105.94	601. Gross Amount Due To Seller (Line 420)	100,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(100,807.68)	602. Less Reductions Due Seller (Line 520)	(9,862.53)
303. CASH (X FROM) (TO) BORROWER	1,298.26	*603. CASH (X TO) (FROM) SELLER*	90,137.47

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Jackie G. Weece

Teresa D. Weece

Seller Chase Manhattan Mortgage Corporation

BY:

President

ATTEST:

Secretary/Treasurer

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ 100,000.00 @ 5.7500 % 5,750.00			
Division of Commission (line 700) as Follows:			
701. $ 5,750.00 to 1st Class Real Estate			
702. $ to 1st Class Real Estate			
703. Commission Paid at Settlement			5,750.00
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee 1.0000 % to Wells Fargo Bank, NA			* 970.00
802. Loan Discount % to			
803. Appraisal Fee to Wells Fargo Bank, NA			425.00
804. Credit Report to Wells Fargo Bank, NA			* 14.00
805. Processing Fee to Wells Fargo Bank, NA			* 90.00
806. Tax Service Fee to Wells Fargo Bank, NA			78.00
807. Flood Life of Loan Fee to Wells Fargo Bank, NA			16.00
808. Underwriting Fee to Wells Fargo Bank, NA			* 195.00
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From 05/17/05 to 06/01/05 @ $ 17.200000/day (15 days %)		258.00	
902. Mortgage Insurance Premium for months to FHA		1,455.00	
903. Hazard Insurance Premium for 1.0 years to Insurance			* 425.00
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance 3.000 months @ $ 35.42 per month		106.26	
1002. Mortgage Insurance months @ $ per month			
1003. City/Town Taxes months @ $ per month			
1004. County Taxes 3.000 months @ $ 108.33 per month	324.99	16.99	* 305.00
1005. Assessments 0.000 months @ $ per month			
1006. months @ $ per month			
1007. months @ $ per month			
1008. Aggregate Adjustment months @ $ per month		-143.76	
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to First American Title Company			335.00
1102. Abstract or Title Search to			
1103. Title Examination to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to			
(includes above item numbers:)			
1108. Title Insurance to FIRST AMERICAN TITLE COMPANY		255.45	605.00
(includes above item numbers:)			
1109. Lender's Coverage $ 98,455.00	255.45		
1110. Owner's Coverage $ 100,000.00	605.00		
1111. Endorsements 100,116,8.1,7 to First American Title Co.		90.00	
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 3.00; Mortgage $ 63.00; Releases $		66.00	
1202. City/County Tax/Stamps: Deed ; Mortgage			
1203. State Tax/Stamps: Deed ; Mortgage			
1204. Courier Fees to First American Title Co.			30.00
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303. 2nd half 2004 taxes to Elmore County Treasurer	Bill #1833 & #8806		270.85
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		2,105.94	9,509.85

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

First American Title Company
Settlement Agent

*2000.00
Seller Contribution toward Buyer Closing Costs

(FA-13473 / FA-13473 / 25)

FA-12969

TRUSTEE'S DEED

First American Title Company of Idaho, Inc., an Idaho Corporation (herein called Trustee) as successor trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to **CHASE MANHATTAN MORTGAGE CORPORATION**, 3415 Vision Drive, Columbus, OH 43219-6009, (herein called Grantee) all of the real property situated in the County of Elmore, State of Idaho, described as follows:

The East One-Half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

This conveyance is made pursuant to the powers conferred upon Trustee by the deed of trust between **LOREE M SAUNDERS, a single woman**, as grantor for the benefit and security of **First Horizon Home Loan Corporation**, as beneficiary, recorded **May 10, 2001**, as Instrument No. **328477**, and assigned to **CHASE MANHATTAN MORTGAGE CORPORATION, successor by merger with Chase Mortgage Company**, as beneficiary by assignment recorded **May 21, 2002**, as Instrument No. **337062**, Mortgage Records of Elmore County, Idaho and after the fulfillment of the conditions specified in said deed of trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said deed of trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said deed of trust.

Notice of Default was recorded as Instrument No. **356891**, Mortgage Records of Elmore County, Idaho and in the office of the Recorder of each other county in which the property described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said notice of default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as instrument No. **360787**, Instrument No. **360788**, Instrument No. **360789**, Mortgage Records of Elmore County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and there are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of notice of default, and notice of sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the sum of **$96,297.77**, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this 9th day of December, 2004.

Instrument # 362156
Elmore County, Idaho
01:24pm Dec.13,2004
For: FIRST AMERICAN TITLE COMPAN
No. of Pages: 1 Fee: $5.00
GAIL L. BEST, Recorder
Deputy: DLE

FIRST AMERICAN TITLE COMPANY OF IDAHO, INC., Trustee

By Monina Cole
Monina Cole Asst. Vice President

STATE OF IDAHO)
ss.
COUNTY OF ADA)

On this 9th day of December, 2004, before me, a Notary Public in and for said State, personally appeared Monina Cole, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

JULIE RHODES NOTARY PUBLIC STATE OF IDAHO

Julie Rhodes
Notary Public

JULIE RHODES
Notary Public, State of Idaho
Residing in Boise
My Commission Expires October 19, 2006

FA-18293/rcb-cmm/fha

Main Identity

From: "Caryn Saladino" <caryn@reoworld.com>
To: <fatmh@mindspring.com>
Sent: Wednesday, May 11, 2005 9:45 AM
Subject: 1988468877: 1080 South 36th West Street, Mountain Home, ID 83647 Estate Loree Saunders

Chase Home Finance LLC. Loan: 1988468877
Borrower: Estate Loree Saunders
Address: 1080 South 36th West Street Mountain Home, ID 83647

Agent: Melinda Liercke
Broker: 1st Class Real Estate
Address: 1150 American Legion Blvd
Mountain Home ID 83647
(208) 587-5776 (O)
(208) 587-9086 (F)

Comments: I finally received signed docs yesterday and submitted them to our escrow department.

Sincerely,

Caryn Saladino
REO World
359 San Miguel, Suite 107
Newport Beach, CA 92660
Phone : (949) 720-7009 Ext 13
Fax : (949) 720-1745
Email : caryn@reoworld.com

TRANSMISSION VERIFICATION REPORT

TIME : 05/13/2005 14:08
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE, TIME	05/13 14:07
FAX NO./NAME	18663054541
DURATION	00:01:20
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

FIRST AMERICAN

IRST AMERICAN TITLE CO.
PO BOX 813
190 NORTH 3RD EAST
MOUNTAIN HOME, ID 83647
TEL: (208) 587-8428
FAX: (208) 587-3325
OR (208) 587) 1441
Toll Free: (888) 580-8428

E-MAIL: fatmh@mindspring.com

TRANSMITTAL

TO: ESTHER 866-305-4541
Wells Fargo 877-622-8978
FROM: BECKY HUGHES X 4883
DATE: 5/13/05 PAGES: 5 (including cover page)
RE: WEE CE #0052718392
NOTES:
Here's the Commitment
- See #14 Schedule B
Section II

Let Me Know if you need
anything else

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE A

1. Commitment Date: April 19, 2005 at 08:00 AM

2. Policy (or Policies) to be issued:

		Premium	Amount
(a) Owner's Policy Proposed Insured: Jackie G. Weece and Teresa D. Weece	(ALTA Std. Policy (10/17/92))	$ 605.00	$ 100,000.00
(b) Loan Policy Proposed Insured: Wells Fargo Home Mortgage, Inc.	(ALTA Ext. Policy (10/17/92))	$ 255.45	$ 98,455.00
(c) Endorsements Proposed Insured:	(100,116,8.1,7)	$ 90.00	

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

   Chase Manhattan Mortgage Corporation

4. The land referred to in this Commitment is described as follows:

   The East one-half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

   Address according to the Elmore County Assessor:

   1085 South 36th West Street
   Mountain Home, Idaho 83647

FIRST AMERICAN TITLE COMPANY

By: _____

FIRST AMERICAN TITLE COMPANY

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

e. Release(s) or Reconveyance(s) of item(s):, _NONE_

f. With respect to Chase Manhattan Mortgage Corporation, a corporation, we require:
a. A certified copy of good standing of recent date issued by the Secretary of State of the Corporation's state of domicile.
b. A certified copy of a resolution of the board of directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

g. You must give us the following information:
1. Any off record leases, surveys, etc.
2. Other

h. Important: If this transaction fails to close and/or this commitment is canceled, a fee will be due and owing, which fee complies with the rates currently on file with the Department of Insurance, State of Idaho. We will consider the party who ordered this commitment, and/or the party benefiting from it, responsible for payment unless notified in writing within 30 days to the contrary.

i. Copies of any of the Exceptions listed in Schedule B, Section 2 will be furnished upon request.

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes or Assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records

2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry or persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records

6. Any lien, or right to a lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 2004 taxes in the original amount of $365.14, Tax Parcel Number MHTR0000453800A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20 of current year.

8. 2004 taxes in the original amount of $176.55, Tax Parcel Number RP00004001016AA. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20 of current year.

9. 2005 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December of the current year.

10. Easements on the recorded plat of said subdivision.

11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claim which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Instrument No. 156676, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

FIRST AMERICAN TITLE COMPANY

Commitment Number: FA-13473

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

12. Statement of Intent to Declare Manufactured Home Real Property recorded April 6, 2000, Instrument No. 321361 and re-recorded March 16, 2001 as Instrument No. 327344.

13. Declaration of Easement executed by Ricky C. Holden and Kimberly M. Holden, recorded May 2, 2001 as Instrument No. 328332.

14. The ALTA FA7 Endorsement will be issued upon successful closing of this transaction.

The above numbered exceptions, 1-4 & 6 may be eliminated in an ALTA Extended Coverage Policy.

Becky Hughes

From: <Gena.Rotter@chase.com>
To: "First American Title" <fatmh@mindspring.com>
Sent: Thursday, May 19, 2005 12:56 PM
Subject: 1085 S. 36th W. Street, Mountain Home, Idaho

Return Receipt

Your document: 1085 S. 36th W. Street, Mountain Home, Idaho

was received by: Gena Rotter/JPMCHASE

at: 05/19/2005 11:56:26 AM PDT

TRANSMISSION VERIFICATION REPORT

TIME : 05/25/2005 08:53
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/25 08:52
FAX NO./NAME	5879086
DURATION	00:01:01
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: First Class Real Estate / 587-9086

Attention: Robin and Melinda

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Estimated HUD for Chase to Weece / 1085 S. 36th W. Street

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning!! Here is an estimated HUD for you to review. Please call me to let me know if everything looks okay to sign.

Thanks & have a GREAT day!!!

TRANSMISSION VERIFICATION REPORT

TIME : 05/25/2005 08:52
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/25 08:50
FAX NO./NAME	5870092
DURATION	00:01:03
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: Wells Fargo / 587-0092

Attention: Kim

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Estimated HUD for Weece

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning! Please review the attached HUD and call me to let me know if everything looks okay to sign today.

Thanks & have a great day!!!

TRANSMISSION VERIFICATION REPORT

TIME : 05/25/2005 07:17
NAME : 1ST AMERICAN TITLE
FAX : 2085873325
TEL :

DATE,TIME	05/25 07:16
FAX NO./NAME	18663057231
DURATION	00:01:02
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: Wells Fargo / 866-305-7231

Attention: Persida Surdu

From: First American Title Company Fax No. (208) 587-1441

At the Request of: 3

Transmission includes:

Estimated HUD for Weece -- Loan #0052718392

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning! Please review the attached HUD and call me as soon as possible to let me know if everything looks okay to sign today.

Thank you & have a great day!!!

Fax to: Wells Fargo / 587-0092

Attention: Kim

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Revised

Estimated HUD for Weece

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning! Please review the attached HUD and call me to let me know if everything looks okay to sign today.

Thanks & have a great day!!!

05/25/2005 WED 10:01 FAX 001

*** TX REPORT ***	
TRANSMISSION OK	
TX/RX NO	1476
CONNECTION TEL	5870082
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/25 10:00
USAGE T	01'07
PGS.	3
RESULT	OK

Fax to: Wells Fargo / 866-305-7231

Attention: Persida Surdu

From: First American Title Company Fax No. (208) 587-1441

At the Request of: 3

Transmission includes:

Revised

Estimated HUD for Weece – Loan #0052718392

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning! Please review the attached HUD and call me as soon as possible to let me know if everything looks okay to sign today.

Thank you & have a great day!!!

05/25/2005 WED 10:02 FAX 001

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1475
CONNECTION TEL	18663057231
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/25 10:01
USAGE T	01'04
PGS.	3
RESULT	OK

05/25/2005 WED 17:15 185570 001

	**********
	*** TX REPORT ***
	**********
JOB NO.	0030
ST. TIME	05/25 17:09
PGS.	13
SEND DOCUMENT NAME	
TX/RX INCOMPLETE	----
TRANSACTION OK	----
ERROR	19497207909

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: REO World / 949-720-1745

Attention: Cerye Saladino

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission Includes:

Closing Documents for sale of property located at 1085 S. 36th W. Street

Total number of pages, including cover letter: 13

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning, I spoke to Gene this morning. I already have the signed deed from Chase. Gene asked me to send you the rest of the closing documents for signing. Please sign them, fax them back to me (for funding) and UPS the originals to me today using our UPS #890474.

Please feel free to call me if you have any questions.

Thanks & have a great day!!

****
*** FAX ERROR TX REPORT ***
****

TX FUNCTION WAS NOT COMPLETED

JOB NO.	0025
DESTINATION ADDRESS	1949720174
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	05/25 14:28
USAGE T	00' 36
PGS.	0
RESULT	NG

0 #018 BUSY/NO SIGNAL

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: RED World / 949-720-1745

Attention: Caryn Paladino

From: First American Title Company Fax No. (208) 587-1441

At the Request of: Lee Arens

Transmitting Includes:

Closing Documents for sale of property located at 1083 S. 36th W. Street

Total number of pages, including cover letter: 15

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning, I spoke to Gaza this morning. I already have the signed deed from Chase. Gaza asked me to send you the rest of the closing documents for signing. Please sign them, fax them back to me (for funding) and UPS the originals to me today using our UPS #5904474.

Please feel free to call me if you have any questions.

Thanks & have a great day!!!

First American Title Company
190 North 3rd East
Mountain Home, ID 83647
Tel. (208) 587-8428
Fax. (208) 587-1441

FAX COVER LETTER

Date: May 25, 2005

Fax to: REO World / 949-720-1745

Attention: Caryn Saladino

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeoAraus

Transmission Includes:

Closing Documents for sale of property located at 1085 S. 36th W. Street

Total number of pages, including cover letter: 13

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Good Morning. I spoke to Gene this morning. I already have the signed deed from Chase. Gene asked me to send you the rest of the closing documents for signing. Please sign them, fax them back to me (for funding) and UPS the originals to me today using our UPS #E90474.

Please feel free to call me if you have any questions.

Thanks & have a great day!!!

05/25/2005 WED 14:29 185570 001

```
**************
*** TX REPORT ***
**************

JOB NO.          0026
ST. TIME         05/25 14:23
PGS.             13
SEND DOCUMENT NAME

TX/RX INCOMPLETE
TRANSACTION OK   -----
ERROR            19497201 74
```

WELLS FARGO BANK, NA

FACSIMILE TRANSMITTAL SHEET

TO: Sally

FROM: Renee' Adamson

COMPANY: FATCO

DATE: 5/24/05

FAX NUMBER: 587-3325

TOTAL NO. OF PAGES 5

PHONE NUMBER:

RE: Kerstetter

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please see attached for signature by borrower - return w/doc.
The Auth. to Closing is for the Aff of Aff which needs to record w/deed.

Thanks
R-

2040 S EAGLE RD, STE 2040
MERIDIAN, ID. 83642
PHONE: 208-288-1769 * FAX: 208-288-1770

CLOSING PACKAGE COVER LETTER

Recipient Information

Company: FIRST AMERICAN TITLE
Attn: LINDA SLODERBECK
Email: FATMH@MINDSPRING.COM
Recipient Phone: 208/587-8428

Borrower Information

Name: WEECE **Closing Date:** 05/25/05
Property Addr: 1085 S 36TH STREET W
City: MOUNTAIN HOME **State:** ID **Zip:** 83647

Sender Information

Lender: WELLS FARGO BANK, N.A.

Loan #: 0052718392 **LPO:** 35465
Client Code: **MAP:** 32707
Contact: PERSIDA SURDU
877-420-8978 (ext 24956)
Sender Phone: 503/353-4936 **Pkg #:** 1
Fax: 866/305-7231

Comments

End_of_Comments

0052718392

STOP

You are authorized to close the loan attached hereto as the agent of
("the Lender") at the Borrower's/Seller's expense only if you assume responsibility for complying fully with the requirements contained in the Master Closing Instructions, the Lender's Supplemental Loan Closing Instructions, these STOP Instructions and according to RESPA requirements.

Your WELLS FARGO BANK, N.A.

closer is PERSIDA SURDU

Phone # (503) 353-4936 Fax # (866) 305-7231

Instructions:

1 48 business hours prior to signing/closing, fax the preliminary HUD-1 to the closer for approval. If you are unable to meet this timeframe you must contact your closer.

2. You must immediately stop the closing process and contact your closer without delay, and are not authorized to proceed with closing of this transaction, without approval from your closer if:
   a. Source and amount of funds from third parties is not received and/or does not comply fully with Lender instructions. [Lender will disclose the source and amount of funds from third parties, e.g., matching down payment ("DAP"), local government or instrumentality, non-profit organization, gift, etc.]
   b. The loan requires a "Right to Cancel" and a rescission period, and:
      c1. The borrower signs/dates on a date different than reflected on the document
      c2. Inaccurate forms (signatures, dates, rescission periods, etc)

      You must refer to special Right to Cancel Form Instructions.

      Any revised rescission period must be established and confirmed by the closer.

By closing this mortgage loan, you agree to comply with all applicable federal, state and municipal laws, ordinances and regulations and you acknowledge your warranty and responsibility to comply with all the requirements and instructions set for in these STOP Instructions regardless of whether or not you execute the acknowledgement contained herein.

THE UNDERSIGNED AGREES TO COMPLY WITH ALL LENDER'S INSTRUCTIONS. THE UNDERSIGNED ALSO ACKNOWLEDGES HIS/HER RESPONSIBILITY FOR FAILURE TO COMPLY WITH THE INSTRUCTIONS.

TITLE/ESCROW COMPANY OR ATTORNEY: Lu Ann Lathrop 5/25/05
Signature Date

Fax to: REO World / 949-720-7009

Attention: Lindsey

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Closing Documents for 1085 S 36th West Street, Mountain Home, Idaho

Total number of pages, including cover letter: 13

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hello. Yesterday I tried several times to send this fax to you. I didn't get a confirmation the last time, so I don't even know if you got it. I need you to sign on behalf of the buyer (per Renee @ Chase). In order to fund this loan today, I need to get copies of these signed docs back to me as soon as possible at 280-587-1441 and the originals sent overnight courier today. You can use our UPS account #E90474 to send them back.

If you have any questions, please feel free to call me at 888-580-8428.

Thank you & have a great day!!!!

05/26/2005 THU 11:47 FAX 001

```
**********************
***   TX REPORT   ***
**********************

TRANSMISSION OK

TX/RX NO                1481
CONNECTION TEL          19497201205
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/26 11:45
USAGE T                 02'02
PGS.                    13
RESULT                  OK
```

Ester

To: WELLS FARGO BANK NA # 708
ITS SUCCESSORS/ASSIGNS
PO BOX 5708
SPRINGFIELD OH 45501-5708-08

90 DAY PROPERTY DAMAGE BINDER

FARM BUREAU MUTUAL INSURANCE COMPANY OF IDAHO
275 Twin Vista Drive, PO Box 4848 - Pocatello, ID 83205 - 4848

MORTGAGE HOLDER	INSURED
Loan #: 0052718392 Mortgage: FIRST Name: WELLS FARGO BANK NA # 708 ITS SUCCESSORS/ASSIGNS Address: PO BOX 5708 SPRINGFIELD OH 45501-5708-08	Policy #: 01-B-198919-01 Name: JACKIE O WEECE TERESA D WEECE Address: 1085 S 36TH STREET W MTN. HOME ID 83647

Remarks: REPLACEMENT COST INCLUDED

The coverages checked below are in force pending issuance of a policy, and are subject to all exclusions and provisions of the policy. This binder shall be valid for no more than 90 days from the date hereon and shall be superseded by the policy.

COVERAGES IN FORCE

Form: SPECIAL FORM
Deductible: $ 500
Premium: $ 472.00
Policy Period From: 05-12-2005 To: 05-12-2006

DESCRIPTION OF INSURED PROPERTY

Description: RESIDENCE
Address: 1085 S 36TH STREET W
City/State/Zip: MTN. HOME ID 83647
Dollar Amount: $ 130,000.00
Mtg Lienholder: Yes Impound Account: Yes

2005-05-24 Date
1:38:12PM Time
Jared Hart/ams
JARED HART
Authorized Agent

Fax to: REO World / 949-720-7009

Attention: Lindsey

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Revised HUD for Weece closing / 1085 S. 36th W. St., Mountain Home

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hi there! Here is the revised HUD I worked up. The Real Estate Agent still cannot get in touch with the buyers to come in and sign the new HUD and bring more money to closing. I will keep you posted. Thanks so much for your patience!! You've been great to work with!!

Have a great day!!!

05/27/2005 FRI 12:35 FAX 001

```
**************************
***   ERROR TX REPORT   ***
**************************

TX FUNCTION WAS NOT COMPLETED

TX/RX NO                1539
CONNECTION TEL          18497207009
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/27 12:34
USAGE T                 00'00
PGS.                    0
RESULT                  NG
                        0          #018
```

Buyer and seller each pay their own closing cost/fees.

13. Seller is a bank and acquired the property through foreclosure thus is exempt from providing a transfer disclosure. The buyer and seller's agents to provide buyer's with the Transfer Disclosure;
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There shall be no new negotiations at the time of walk through;
15. The Chase Manhattan Mortgage Corporation Mortgage Addendum "A" to the Purchase Agreement shall be read and signed by the buyers and shall be incorporated into this contract;
16. The property is being sold in its present "AS IS" condition with no warranties written or implied. No personal property shall be a part of this transaction.
17. All terms and conditions of this purchase contract and any counter offers shall be subject to Chase Manhattan Mortgage Corporation Mortgage Inc. senior management approval;
18. Prorations and property taxes: - all prorations shall be paid current through the close of escrow. Any payments, assessments, or bonds not yet due shall be assumed by buyer. If there is a community Homeowners Association, the seller will not pay any delinquent homeowners dues prior to the date the seller foreclosed on the property, only those after the date of foreclosure;
19. Retrofit/Inspections: Should seller be non-exempt, buyer to pay for cost of said compliance;
20. Liquidated Damages and Arbitration are included in this agreement in their entirety regardless if initialed by buyers and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing of the well or septic system for any clearance reports or certificates;
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and complete;
23. Buyer shall be responsible for the cost of county, city, state or governmental retrofit compliance's or mandatory inspections. Should there be any underground or basement storage tanks, it shall be the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to county/state/city codes after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the contract, the language in the contract and counter offer shall prevail;
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay any transaction fees to agents;
26. Buyer shall not make any repairs to the subject property prior to the close of escrow. Seller will make no repairs to the property.
27. This transaction shall be contingent upon the seller receiving PMI approval by the close of escrow. Seller will make its best effort to have the PMI approval within 21 days of acceptance, should the seller not receive PMI approval, then the transaction shall be cancelled and the earnest money deposit shall be returned to buyer. Be advised that the PMI Company has the complete option to buy this property from the seller at any time during this closing/escrow. Should this event happen, buyer will receive their deposit back and agrees to hold seller and its agent harmless.
28. seller will pay up to $2000. in buyer closing costs + pre-paids. CS

Seller: _____ DATE: 4/12/05

By: REO World as Attorney in fact for Chase Manhattan Mortgage Corporation

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

05/27/2005 FRI 10:29 FAX 001

****
*** ERROR TX REPORT ***
****

TX FUNCTION WAS NOT COMPLETED

TX/RX NO	1527
CONNECTION TEL	5870092
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/27 10:29
USAGE T	00'00
PGS.	0
RESULT	NG

0 0018

****
*** FAX RX REPORT ***
****

RECEPTION OK

JOB NO.	5021
DESTINATION ADDRESS	9497201205
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	05/26 16:47
USAGE T	04'44
PGS.	21
RESULT	OK

12. Escrow/Closing Company, Title Insurance Company to be 1st American Title and all other services to be seller's choice. Buyer and seller each pay their own closing cost/fees.
13. Seller is a bank and acquired the property through foreclosure thus is exempt from providing a transfer disclosure. The buyer and seller's agents to provide buyer's with the Transfer Disclosure;
14. Walk through inspection to be a courtesy only and not a contingency of the contract. There shall be no new negotiations at the time of walk through;
15. The Chase Manhattan Mortgage Corporation Mortgage Addendum "A" to the Purchase Agreement shall be read and signed by the buyers and shall be incorporated into this contract;
16. The property is being sold in its present "AS IS" condition with no warranties written or implied. No personal property shall be a part of this transaction.
17. All terms and conditions of this purchase contract and any counter offers shall be subject to Chase Manhattan Mortgage Corporation Mortgage Inc. senior management approval;
18. Prorations and property taxes: - all prorations shall be paid current through the close of escrow. Any payments, assessments, or bonds not yet due shall be assumed by buyer. If there is a community Homeowners Association, the seller will not pay any delinquent homeowners dues prior to the date the seller foreclosed on the property, only those after the date of foreclosure;
19. Retrofit/Inspections: Should seller be non-exempt, buyer to pay for cost of said compliance;
20. Liquidated Damages and Arbitration are included in this agreement in their entirety regardless if initialed by buyers and seller.
21. If there is a septic and/or well system, the buyer shall be responsible for any and all testing of the well or septic system for any clearance reports or certificates;
22. If a survey or staking is required, it shall be the responsibility of the buyer to pay for and complete;
23. Buyer shall be responsible for the cost of county, city, state or governmental retrofit compliance's or mandatory inspections. Should there be any underground or basement storage tanks, it shall be the responsibility of the buyer to investigate and make any necessary corrections to bring the tanks to county/state/city codes after the close of escrow. Buyer's agrees to hold seller and its agents harmless for any and all causes of action.
24. In the event any language differs between escrow instructions/closing documents and the contract, the language in the contract and counter offer shall prevail;
25. The seller will not pay any agent acting as a principle a commission, nor will the seller pay any transaction fees to agents;
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28. Seller will pay up to $2000. in buyer closing costs + pre-paids. CS

Seller: _____ DATE: 4/12/05
By: REO World as Attorney in fact for Chase Manhattan Mortgage Corporation

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1530
CONNECTION TEL	5870082
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/27 10:44
USAGE T	01'30
PGS.	2
RESULT	OK

05/27/2005 FRI 10:45 FAX 001

RECEIVE VERBAL RELEASE FROM THE FUNDER PRIOR TO RECORDING.

BORROWER: WEECE LOAN #: 0052718392

THE FOLLOWING FORMS MUST BE FAXED TO WELLS FARGO HOME MORTGAGE FOR FUNDING CLEARANCE

- [x] HUD Settlement Statement ✓
- [x] Wire Instructions
- [x] "FINAL" EXECUTED TRUTH IN LENDING ✓
- [x] 1003/Final Signed Application ✓
- [x] Note – ALL pages ✓
- [x] FHA/VA – Hud Addendum – signed by all ✓
- [ ] Recission Notice/Notary Page of Deed of Trust
- [ ] 2nd Mortgage Note & Deed of Trust
- [ ] Subordination Agreement

BOND DOCUMENTS

- [ ] Seller Affidavit & attention Escrow Letter
- [ ] IHFA Recapture Notice [ ] Recapture Summary
- [ ] Tax Exempt Financing Rider
- [ ] IHFA Funding Agmt [ ] Deed of Trust on 2nd
- [ ] Affidavit Addendum to Residential Loan Application
- [ ] Acquisition Cost Certification
- [ ] Notices to Buyers & Requirements Certification
- [ ] Notice to Buyers Re: Application of Recapture Provision

NEW CONSTRUCTION

- [ ] Final Inspection
- [ ] 2/10 Warranty & Acceptance Letter
- [ ] Building Permit
- [ ] Certificate of Occupancy (city or county)
- [ ] Notice to the Homebuyer
- [ ] Insulation Certification
- [ ] Manufacturer's Warranty List
- [ ] Warranty of Completion
- [ ] Description of Materials
- [ ] Lead Free Plumbing
- [ ] VA "Not Inspected" Acknowledgement
- [ ] CABO & Local Code Certification
- [ ] Voluntary Escrow Pre-Payment Disclosure
- [ ] Borrower's Consent for Credit Check
- [x] original engineering cert. ✓

MISC

- [x] Well Cert ✓ ~~[illegible]~~
- [ ] Executed Holdback Agreement
- [ ] Roof Certification
- [ ] Septic Inspection
- [ ] ✓ mainf. home riders (3) ✓
- [ ] ✓ re-executed purchase agreem. ✓
- [ ] Arbitratory clause
- [ ]

ESCROW AGENT !! INITIAL NEXT TO THE ITEMS MARKED BELOW TO CERTIFY DOCUMENT WAS SIGNED AT CLOSING.
*These items **DO NOT** need to be faxed to us !!*

- [ ] ____ Tax Remess
- [x] ____ 4506
- [ ] ____ RIDERS: PUD/Condo/ARM/Balloon
- 1-4 Family/2nd Home/Mfg Home
- [ ] ____ Statement of Occupancy
- [ ] ____ General Loan Acknowledgement
- [ ] ____ Price Protection / Loan Profile Information
- [ ] ____
- [ ] ____
- [ ] ____
- [ ] ____
- [ ] ____
- [ ] ____
- [ ] ____

05/27/2005 FRI 16:03 FAX 001

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**********************
***   TX REPORT   ***
**********************

TRANSMISSION OK

TX/RX NO                1551
CONNECTION TEL          18663057231
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/27 15:47
USAGE T                 15'41
PGS.                    47
RESULT                  OK
```

Fax to: REO World / 949-720-7009

Attention: Lindsey

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Revised HUD for Weece closing / 1085 S. 36th W. St., Mountain Home

Total number of pages, including cover letter: 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hi there! Here is the revised HUD I worked up. The Real Estate Agent still cannot get in touch with the buyers to come in and sign the new HUD and bring more money to closing. I will keep you posted. Thanks so much for your patience!! You've been great to work with!!

Have a great day!!!

05/27/2005 FRI 14:38 FAX 001

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**********************
***   TX REPORT    ***
**********************

TRANSMISSION OK

TX/RX NO                1548
CONNECTION TEL          19497201205
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/27 14:38
USAGE T                 00'52
PGS.                    3
RESULT                  OK
```

Fax to: REO World / 949-720-7009

Attention: Lindsey

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

RE - Revised HUD for Weece closing / 1085 S. 36th W. St., Mountain Home

Total number of pages, including cover letter: X5

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hi there! Here is the revised HUD I worked up. The Real Estate Agent still cannot get in touch with the buyers to come in and sign the new HUD and bring more money to closing. I will keep you posted. Thanks so much for your patience!! You've been great to work with!!

Have a great day!!!

05/27/2005 FRI 14:57 FAX 001

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1549
CONNECTION TEL	18497201205
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/27 14:56
USAGE T	00'41
PGS.	5
RESULT	OK

120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	100,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201.		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	11,014.39
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/05 to 05/31/05	472.72
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		*520. TOTAL REDUCTION AMOUNT DUE SELLER*	11,487.11
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)		601. Gross Amount Due To Seller (Line 420)	100,000.00
302. Less Amount Paid By/For Borrower (Line 220)	( )	602. Less Reductions Due Seller (Line 520)	(11,487.11)
303. CASH (X FROM) (TO) BORROWER		*603. CASH (X TO) (FROM) SELLER*	88,512.89

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Seller Chase Manhattan Mortgage Corporation

By: _____

05/27/2005 FRI 15:10 FAX 001

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	1550
CONNECTION TEL	19497201205
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/27 15:09
USAGE T	00:29
PGS.	2
RESULT	OK

Fax to: Wells Fargo / 866-305-7231 & 587-0099

Attention: Persida Surdu & Kim Heinen

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Revised HUD for Weece Loan

Total number of pages, including cover letter: 4

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hi there! I just finished speaking with the seller of 1085 South 36th West Street. She informed me that the HUD is all wrong & made me make changes. It means that the buyer will need to bring in more money to closing.

Please call me to let me know if it's okay to go ahead with these changes.

Thank you & have a great day!!!

05/26/2005 THU 14:17 FAX 001

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1503
CONNECTION TEL	18663057231
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/26 14:16
USAGE T	01'06
PGS.	3
RESULT	OK

Fax to: Wells Fargo / 866-305-7231 & 587-0099

Attention: Persida Surdu & Kim Heinen

From: First American Title Company Fax No. (208) 587-1441

At the Request of: LeeAnna

Transmission includes:

Revised HUD for Weece Loan

Total number of pages, including cover letter: 4

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Hi there! I just finished speaking with the seller of 1085 South 36th West Street. She informed me that the HUD is all wrong & made me make changes. It means that the buyer will need to bring in more money to closing.

Please call me to let me know if it's okay to go ahead with these changes.

Thank you & have a great day!!!

05/26/2005 THU 14:19 FAX 001

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1508
CONNECTION TEL	5870092
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/26 14:17
USAGE T	01'07
PGS.	3
RESULT	OK

0002776

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the LAPP underwriter setting forth the appraised value of the property (excluding closing costs) of not less than $ 100,000.00 The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development/Department of Veterans Affairs will insure/guarantee. HUD/Department of Veterans Affairs and the mortgagee does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

☐ FHA Direct Endorsement/VA Automatic Underwriting

The subject loan may be processed under FHA Direct Endorsement Underwriting or VA Automatic Underwriting. In the event such underwriting is utilized the Seller herein acknowledges that an underwriting fee may be charged to the Seller by the respective lender, in which event the Seller herein agrees to pay said underwriting fee.

☐ Certification of Borrower, Seller, Agent

We, the undersigned seller(s), borrower(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.

Jackie G. Wiece May 10, 2005
Borrower JACKIE G WIECE — Date

Teresa D. Wiece May 10, 2005
Borrower TERESA D WIECE — Date

Borrower — Date

Borrower — Date

Jesey Graves, REO World as
Seller — Date

Seller — Date

Robin Hall 5/25/05
Real Estate Agent/Broker — Date

Real Estate Agent/Broker — Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev-4 paragraph 1-22 for Sales Agreements intended to be financed by an FHA-insured Mortgage and by VA Lender's Handbook Section 36.4303(f) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.

05/26/2005 THU 11:47 FAX 012/012

05/31/2005 TUE 15:13 FAX 001

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**********************
***   TX REPORT   ***
**********************

TRANSMISSION OK

TX/RX NO                1683
CONNECTION TEL          5879086
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/31 15:12
USAGE T                 00'39
PGS.                    1
RESULT                  OK
```

FUNDING NOTIFICATION / INSTRUCTIONS

*** Please read this form and follow instructions to facilitate a smooth funding process ***

AFTER RECEIPT of FAXED items noted below AND this form completed by you, the Funder will call you with a release to record.

Fax this form along with items noted below to **PERSIDA SURDU @ 866/305-7231** 503-353-5108

Date wire to be received: 5/31/05 Expected recording date: 5/31/05

LOAN PROCEEDS EXPECTED $ 95,068.47 (wire will be sent unless otherwise informed)

RECEPIT OF OUR LOAN PROCEEDS DOES NOT CONSTITUTE A RELEASE TO RECORD ! ! YOU MUST RECEIVE VERBAL RELEASE FROM THE FUNDER PRIOR TO RECORDING.

BORROWER: WEECE LOAN #: 0052718392

THE FOLLOWING FORMS MUST BE FAXED TO WELLS FARGO HOME MORTGAGE FOR FUNDING CLEARANCE

X HUD Settlement Statement ✓
X Wire Instructions
X "FINAL" EXECUTED TRUTH IN LENDING ✓
☒ 1003/Final Signed Application ✓
☒ Note – ALL pages ✓
☒ FHA/VA – Hud Addendum – signed by all ✓
☐ Recission Notice/Notary Page of Deed of Trust
☐ 2nd Mortgage Note & Deed of Trust
☐ Subordination Agreement

BOND DOCUMENTS
☐ Seller Affidavit & attention Escrow Letter
☐ IHFA Recapture Notice ☐ Recapture Summary
☐ Tax Exempt Financing Rider
☐ IHFA Funding Agmt ☐ Deed of Trust on 2nd
☐ Affidavit Addendum to Residential Loan Application
☐ Acquisition Cost Certification
☐ Notices to Buyers & Requirements Certification
☐ Notice to Buyers Re: Application of Recapture Provision

NEW CONSTRUCTION
☐ Final Inspection
☐ 2/10 Warranty & Acceptance Letter
☐ Building Permit
☐ Certificate of Occupancy (city or county)
☐ Notice to the Homebuyer
☐ Insulation Certification
☐ Manufacturer's Warranty List
☐ Warranty of Completion
☐ Description of Materials
☐ Lead Free Plumbing
☐ VA "Not Inspected" Acknowledgement
☐ CABO & Local Code Certification
☐ Voluntary Escrow Pre-Payment Disclosure
☐ Borrower's Consent for Credit Check
☒ original engineering cert. ✓

MISC
☒ Well Cert ✓
☐ Executed Holdback Agreement
☐ Roof Certification
☐ Septic Inspection

☒ manuf. home riders (3) ✓
☒ re-executed purchase agreem. ✓
☒ Amendatory clause

ESCROW AGENT !! INITIAL NEXT TO THE ITEMS MARKED BELOW TO CERTIFY DOCUMENT WAS SIGNED AT CLOSING.
*These items **DO NOT** need to be faxed to us !!*

☐ ____ Tax Returns
☒ ____ 4506
☐ ____ RIDERS: PUD/Condo/ARM/Balloon
1-4 Family/2nd Home/Mfg Home
☐ ____ Statement of Occupancy
☐ ____ General Loan Acknowledgement
☐ ____ Price Protection / Loan Profile Information

☐ ____
☐ ____
☐ ____
☐ ____
☐ ____
☐ ____
☐ ____

LOAN DOCUMENTS ARE TO BE RETAINED IN YOUR OFFICE UNTIL WE HAVE VERBALLY AUTHORIZED YOU TO RECORD ! ! ! ! !

Within 24 hours of recording, send entire loan package; 2 copies of the NOTE, and a FINAL HUD-1 to:

☐ Wells Fargo Home Mortgage
Attn: Post Closing
2701 Wells Fargo Way
Minneapolis, MN 55408

☒ Wells Fargo Home Mortgage
12550 SE 93rd Avenue Ste 400
Clackamas, Oregon 97015
Attn:

IF ANY FEES CHANGE AT THE CLOSING TABLE, YOU MUST NOTIFY THE CLOSING SPECIALIST !!

CLOSING SPECIALIST: PERSIDA SURDU **DIRECT FAX FOR HUD-1 REVIEW: 866-305-7231**

YOUR FUNDER IS: _____ PHONE: 503-353- _____ FAX: 866-305- _____

STATEMENT OF INTENT TO DECLARE MANUFACTURED HOME AS REAL PROPERTY THIS DOCUMENT IS BEING RECORDED TO CORRECT LEGAL

1. Owner Name(s): Ricky C Holden
2. Mailing Address: 670 S. 36th W.
3. Property Address: 1150
4. Legal Description: Lot 16 EAST HALF BLK 1 Airport Sub Part Kalt
5. Real Property Parcel #: 000040010160
6. Manufactured Home Parcel #: MHTR000045380 0
7. Land Ownership: ☒ Deed ☐ Recorded ☐ Contract of Sale ☐ Unrecorded

321361

ELMORE COUNTY, IDAHO ss.
Request of Kim Holden
Time 3:52 PM
Date April 6, 2000
GAIL L. BEST, Recorder
By Barbara Stute Deputy
Fee $3.00

8. Manufactured Home Description:
Make: Champion Manor
Model:
Year: 1999
Serial Number:
Size: 66X27
Lien Holder, if any: The Associates

The undersigned, being duly sworn, states that the above information is true and correct, and does hereby exercise STATEMENT OF INTENT, declaring the "Statement of Intent to Declare" the above referenced manufactured home to constitute real property to be null and void according to Section 63-304, Idaho Code. The undersigned further represents that the running gear of the home has been removed and that the manufactured home will be permanently affixed to a foundation on land which is owned or being purchased by the owner or purchaser of the manufactured home.

9. Signers: Date 4-4-00 Signature: Kimberly Mitchell Date 4-4-00

STATE OF IDAHO
COUNTY OF Elmore } ss.

On this April day of 4 2000 before me, the undersigned notary public in and for said State, personally appeared _____ or identified to me to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Statement first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Statement first above written.

KRISTINA REEDY NOTARY PUBLIC STATE OF IDAHO

RE-RECORDED

ELMORE COUNTY, IDAHO ss.
Request of GUARANTY TITLE, INC.
Time 3:55 PM
Date March 16, 2001
GAIL L. BEST, Recorder
By _____ Deputy
Fee $3.00

327344

Kristina Reedy
Notary Public in and for the STATE of IDAHO
Residing at Mountain Home Idaho
Commission Expires 2004

Signatures - Pursuant to Section 63-304, Idaho Code

10. BUILDING & ZONING DEPARTMENT OR OTHER AUTHORIZED OFFICIAL:
A. Removal of running gear — Authorized Signature 4/4/00
B. Permanently affixed to a foundation (See Title 44, Chapter 22, Idaho Code) — Authorized Signature 4/4/00

11. COUNTY ASSESSOR — Authorized Signature Carleen Coulter Date 4-5-00
Ownership of land and manufactured home and payment of sales Tax on new manufactured home verified.

12. CONSENT OF LIENHOLDER ASSOCIATES — Name — Authorized Signature 4-6-00 Date

AV00081 4/97

RECEIVE VERBAL RELEASE FROM THE FUNDER PRIOR TO RECORDING.

BORROWER: WEECE LOAN #: 0052718392

THE FOLLOWING FORMS MUST BE FAXED TO WELLS FARGO HOME MORTGAGE FOR FUNDING CLEARANCE

- X HUD Settlement Statement ✓
- X Wire Instructions
- X "FINAL" EXECUTED TRUTH IN LENDING ✓
- ☒ 1003/Final Signed Application ✓
- ☒ Note – ALL pages ✓
- ☒ FHA/VA – Hud Addendum – signed by all ✓
- ☐ Recission Notice/Notary Page of Deed of Trust
- ☐ 2nd Mortgage Note & Deed of Trust
- ☐ Subordination Agreement

BOND DOCUMENTS

- ☐ Seller Affidavit & attention Escrow Letter
- ☐ IHFA Recapture Notice ☐ Recapture Summary
- ☐ Tax Exempt Financing Rider
- ☐ IHFA Funding Agent ☐ Deed of Trust on 2nd
- ☐ Affidavit Addendum to Residential Loan Application
- ☐ Acquisition Cost Certification
- ☐ Notices to Buyers & Requirements Certification
- ☐ Notice to Buyers Re: Application of Recapture Provision

NEW CONSTRUCTION

- ☐ Final Inspection
- ☐ 2/10 Warranty & Acceptance Letter
- ☐ Building Permit
- ☐ Certificate of Occupancy (city or county)
- ☐ Notice to the Homebuyer
- ☐ Insulation Certification
- ☐ Manufacturer's Warranty List
- ☐ Warranty of Completion
- ☐ Description of Materials
- ☐ Lead Free Plumbing
- ☐ VA "Not Inspected" Acknowledgement
- ☐ CABO & Local Code Certification
- ☐ Voluntary Escrow Pre-Payment Disclosure
- ☐ Borrower's Consent for Credit Check
- ☑ original engineering cert. ✓

MISC

- ☑ Well Cert ✓ ~~[illegible]~~
- ☐ Executed Holdback Agreement
- ☐ Roof Certification
- ☐ Septic Inspection
- ☑ ✓ manuf. home riders (3) ✓
- ☑ ✓ re-executed purchase agreem. ✓
- ☑ ✓ Amendatory clause
- ☐

ESCROW AGENT !! INITIAL NEXT TO THE ITEMS MARKED BELOW TO CERTIFY DOCUMENT WAS SIGNED AT CLOSING.
These items DO NOT need to be faxed to us !!

- ☐ ____ Tax Returns
- ☑ JX 4506
- ☐ ____ RIDERS: PUD/Condo/ARM/Balloon
- ☐ ____ 1-4 Family/2nd Home/Mfg Home
- ☐ ____ Statement of Occupancy
- ☐ ____ General Loan Acknowledgement
- ☐ ____ Price Protection / Loan Profile Information
- ☐ ____
- ☐ ____
- ☐ ____
- ☐ ____
- ☐ ____
- ☐ ____
- ☐ ____

05/31/2006 TUE 10:25 FAX 001

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**********************
***   TX REPORT   ***
**********************

TRANSMISSION OK

TX/RX NO                1563
CONNECTION TEL          18663057231
SUB-ADDRESS
CONNECTION ID
ST. TIME                05/31 10:23
USAGE T                 01'32
PGS.                    4
RESULT                  OK
```

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. [X] FHA 2. [ ] FmHA 3. [ ] CONV. UNINS. 4. [ ] VA 5. [ ] CONV. INS.

6. FILE NUMBER: FA-13473
7. LOAN NUMBER: 0052715392
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF BORROWER:
Jackie G. Weece and
Teresa D. Weece
PO Box 103
Grand View, ID 83624

E. NAME AND ADDRESS OF SELLER:
Chase Manhattan Mortgage Corporation

F. NAME AND ADDRESS OF LENDER:
Wells Fargo Bank, NA
12550 SE 93rd Ave., Suite 400
Clackamas, OR 97015

G. PROPERTY LOCATION:
1085 South 36th West Street
Mountain Home, ID 83647
Elmore County, Idaho
E2 15/1 AIRPORT SUB.

H. SETTLEMENT AGENT:
First American Title Company

PLACE OF SETTLEMENT
190 N. 3rd East
Mtn. Home, Id 83647

I. SETTLEMENT DATE:
May 25, 2005
Disbursed:05/26/05

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	100,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,305.98	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	102,305.98	*420. GROSS AMOUNT DUE TO SELLER*	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	98,469.00	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205. Lender Credit	61.00	505.	
206. Lender Credit	58.00	506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/05 to 05/26/05	456.98	511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	101,030.98	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	102,305.98	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220)	(101,030.98)	602. Less Reductions Due Seller (Line 520)	( )
303. CASH (X FROM) (TO) BORROWER	1,276.92	*603. CASH (X TO) (FROM) SELLER*	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Jackie G. Weece
Jackie G. Weece
Teresa D. Weece
Teresa D. Weece

HUD-1 (3-86) RESPA, HB-4305.2

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ %			
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. to			
804. to			
805. to			
806. to			
807. to			
808. to			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to HUD		1,456.00	
903. Hazard Insurance Premium for years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance 4.000 months @ $ 39.33 per month		1.52	
1002. Mortgage Insurance @ $ per			
1003. City/Town Taxes @ $ per			
1004. County Taxes 3.000 months @ $ 83.33 per month		249.99	
1005. Assessments @ $ per			
1006. @ $ per			
1007. @ $ per			
1008. Aggregate Adjustment months @ $ per month		-161.98	
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to			
1102. Abstract or Title Search to			
1103. Title Examination to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to			
(includes above item numbers:)			
1108. Title Insurance to FIRST AMERICAN TITLE COMPANY		255.45	
(includes above item numbers:)			
1109. Lender's Coverage $ 96,455.00	255.45		
1110. Owner's Coverage $ 100,000.00	605.00		
1111. Endorsements 100,116.9,1,7 to First American Title Co.		80.00	
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 3.00; Mortgage $ 45.00; Releases $		48.00	
1202. City/County Tax/Stamps: Deed $; Mortgage $			
1203. State Tax/Stamps: Deed $; Mortgage $			
1204.			
1205 to			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303. Pay to Boggs Engineering		308.00	
1304. to			
1305. Reimburse for Water Test to Robin Hawks		51.00	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		2,396.96	

By signing page 1 of this statement, the signator/s acknowledge receipt of a completed copy of page 2 of the two page statement.

First American Title Company
Settlement Agent

0052718392

Truth-in-Lending Disclosure

Date: 05/24/05

Creditor: WELLS FARGO BANK, N.A.

12550 SE 93RD AVE,
CLACKAMAS, OR 970159786

Borrowers: JACKIE G WEECE TERESA D WEECE	Property Location: 1085 S 36TH STREET W MOUNTAIN HOME, ID 83647		
Annual Percentage Rate The cost of your credit as a yearly rate.	**Finance Charge** The dollar amount the credit will cost you.	**Amount Financed** The Amount of credit provided to you or on your behalf.	**Total of Payments** The amount you will have paid after you have made all payments as scheduled.
7.0113 %	$ 130690.28	$ 95760.80	$ 226451.08

(E) means estimate

Your payment schedule will be

Number of Payments	Amount of Payments	When Payments are Due
	VARYING FROM TO	Monthly, Beginning
143	654.65 647.51	JULY 01 2005
216	614.23	JUNE 01 2017
1	615.39	JUNE 01 2035

Insurance

Property insurance is required. Property insurance may be obtained through any person of your choice. If you choose to obtain property insurance through the creditor, the term of the policy will be N/A and the premium for that term will be $ N/A .

Flood Insurance ☐ is ☒ is not required. If required, flood insurance may be obtained through any person of your choice. If you choose to obtain flood insurance through the creditor, the term of the policy will be N/A and the premium for that term will be $ N/A .

Security: You are giving security interest in property at 1085 S 36TH STREET W, MOUNTAIN HOME, ID 83647

Late Charge: If payment is late, you will be charged 4.000 % of the payment. In Massachusetts, the late charge is 3% of the principal and interest portion of the payment that is overdue.

Prepayment: If you pay off early, you
☐ may ☒ will not have to pay a penalty.
☒ may ☐ will not be entitled to a refund of part of the finance charge.
☒ If you prepay your loan other than on the regular installment date you may be assessed interest charges until the end of the month.

Assumption: Someone buying your home:
☒ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.
☐ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation ☐ has ☒ does not have a demand feature.

Variable Rate: Your loan ☐ does ☒ does not contain a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. Included with this disclosure and made a part of it is the Good Faith Estimate of Settlement Services.

By signing below, I/we acknowledge that I/we received a copy of this disclosure on May 25, 2005.

Applicant _____ Applicant JACKIE G WEECE (Jackie G Weece)

Applicant _____ Applicant TERESA D WEECE (Teresa D. Weece)

Applicant _____ Applicant _____

Applicant _____ Applicant _____

FINAL PRINT 05/24/05 21:08

0052718392

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when [X] the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or [ ] the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: [ ] VA [X] FHA [ ] Conventional [ ] USDA/Rural Housing Service [ ] Other (explain):

Agency Case Number: 121-2253642

Lender Case Number: 0052718392

Amount: $ 98,455.00 | Interest Rate: 6.375 % | No. of Months: 360 | Amortization Type: [X] Fixed Rate [ ] GPM [ ] Other (explain): [ ] ARM (type): FHA/VA 30 YR. FIXED RATE - GII

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP): 1085 S 36TH STREET W, MOUNTAIN HOME, ID 83647 | No. of Units: 1

Legal Description of Subject Property (attach description if necessary): LOT 16, BLOCK 1, AIRPORT SUBDIVISION | Year Built: 1999

Purpose of Loan: [X] Purchase [ ] Refinance [ ] Construction [ ] Construction-Permanent [ ] Other (explain):

Property will be: [X] Primary Residence [ ] Secondary Residence [ ] Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	
	$	$		Cost: $	[ ] made [ ] to be made

Title will be held in what Name(s): JACKIE G WEECE, TERESA D WEECE,,

Manner in which Title will be held:

Estate will be held in: [X] Fee Simple [ ] Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain): FHA 3% DOWN PAYMENT

III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable): JACKIE G WEECE	Co-Borrower's Name (include Jr. or Sr. if applicable): TERESA D WEECE
Social Security Number: 526-11-4895	Social Security Number: 541-86-2264
Home Phone (incl. area code): 208/834-2920	Home Phone (incl. area code): 208/834-2920
DOB (MM/DD/YYYY): 12/07/1954	DOB (MM/DD/YYYY): 01/27/1957
Yrs. School: 12	Yrs. School: 12
[X] Married [ ] Separated [ ] Unmarried (include single, divorced, widowed)	[X] Married [ ] Separated [ ] Unmarried (include single, divorced, widowed)
Dependents (not listed by Co-Borrower): No. 00 Ages 0	Dependents (not listed by Borrower): No. 00 Ages 00
Present Address (street, city, state, ZIP): 100 STATE HIGHWAY 78, GRANDVIEW, ID 83624	Present Address (street, city, state, ZIP): 100 STATE HIGHWAY 78, GRANDVIEW, ID 83624
[ ] Own [X] Rent 0/5 No. Yrs.	[ ] Own [X] Rent 0/5 No. Yrs.
Mailing Address, if different from Present Address: P.O. BOX 103, GRANDVIEW, ID 83624	Mailing Address, if different from Present Address:

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)
[ ] Own [ ] Rent 5/11 No. Yrs.	[ ] Own [ ] Rent 5/11 No. Yrs.
128 SHORT ROAD, MORTIN, WA 98356	128 SHORT ROAD, MORTIN, WA 98356

IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
Name & Address of Employer [ ] Self Employed	Name & Address of Employer [ ] Self Employed: PAULS GROCERY, 215 E JACKSON, MOUNTAIN HOME ID 83647
Yrs. on this job	Yrs. on this job: 00/04
Yrs. employed in this line of work/profession	Yrs. employed in this line of work/profession: 12/00
Position/Title/Type of Business	Position/Title/Type of Business: CLERK CASHIER
Business Phone (incl. area code)	Business Phone (incl. area code): 208/587-8307

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower	Co-Borrower
Name & Address of Employer [ ] Self Employed: LOGGING ANNUNITY	Name & Address of Employer [ ] Self Employed: BAILEYS IGA, SECOND AND ADAMS, MORTON, WA 98356
Dates (from - to): 0195-0305	Dates (from - to): 0894-1004
Monthly Income: $	Monthly Income: $ 1500
Position/Title/Type of Business: 0195-0305	Position/Title/Type of Business: MANAGER/CASHIER
Business Phone (incl. area code)	Business Phone (incl. area code): 360/495-5411
Name & Address of Employer [ ] Self Employed	Name & Address of Employer [ ] Self Employed
Dates (from - to)	Dates (from - to)
Monthly Income: $	Monthly Income: $
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$	$ 840.00	$ 840.00	Rent	$ 600.00	
Overtime				First Mortgage (P&I)		$ 614.23
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		39.33
Dividends/Interest				Real Estate Taxes		83.34
Net Rental Income				Mortgage Insurance		40.42
Other (before completing, see the notes in "describe other income," below)	931.00	931.00		Homeowner Assn. Dues		
				Other		25.00
Total	$ 2699.00	$ 840.00	$ 3538.00	Total	$ 600.00	$ 802.32

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income. Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
B	SOCIAL SECURITY	$ 931.00
B	TRUST INCOME	200.00
B	ANNUITY (NEW YORK LIFE)	1767.00

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed [X] Jointly [ ] Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union SECURITY STATE BANK PO BOX 1050 CENTRALIA WA 98531	
Acct. no.	$ 419.00
Name and address of Bank, S&L, or Credit Union WELLS FARGO NEW ACCOUNT	
Acct. no.	$ 4274.00
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value Face amount: $	$
Subtotal Liquid Assets	$ 4693.00
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ 4693.00

Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company SECURITY ST 452272250102O4	$ Payment/Months 605/ 41	$ 24842.00
Name and address of Company WORLDS FOREMOST BANK N A30072300243854 70	$ Payment/Months 10/ 4	$ 35.00
Name and address of Company LES SCHWAB 102O5615	$ Payment/Months 25/ 8	$ 191.00
Name and address of Company UNVL/CITI 5891I3033938	$ Payment/Months 1G2/ 46 @ = TO BE PAID @ CLOSING * = NOT INCLUDED IN RATIOS	$ 7802.00
Name and address of Company Acct. no.	$ Payment/Months SEE ATTACHED	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months /	$
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$ 821.00	
Net Worth a. - b.	$ 26509.00	Total Liabilities b. $ 33302.00

Initials: JEW TDW

VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		$	$	$	$	$	$
	Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	$ 100,000.00
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	
e. Estimated prepaid items	
f. Estimated closing costs	2,964.34
g. PMI, MIP, Funding Fee	1,455.00
h. Discount (if Borrower will pay)	
i. Total costs (add items a through h)	104 419.34
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	1,637.00
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	97,000.00
n. PMI, MIP, Funding Fee financed	1,455.00
o. Loan amount (add m & n)	98,455.00
p. Cash from/to Borrower (subtract j, k, l & o from i)	4327.34

VIII. DECLARATIONS

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.

	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
a. Are there any outstanding judgments against you?		X		X
b. Have you been declared bankrupt within the past 7 years?		X		X
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		X		X
d. Are you a party to a lawsuit		X		X
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)		X		X
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		X		X
g. Are you obligated to pay alimony, child support, or separate maintenance?		X		X
h. Is any part of the down payment borrowed?		X		X
i. Are you a co-maker or endorser on a note?		X		X
j. Are you a U.S. citizen?	X		X	
k. Are you a permanent resident alien?		X		X
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	X		X	
m. Have you had an ownership interest in a property in the last three years?	X		X	
(1) What type of property did you own – principal residence (PR), second home (SH), or investment property (IP)?	PR		PR	
(2) How did you hold title to the home – solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	SP		SP	

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X Jackie L. Weber	May 25, 2005	X Tuwan D. Weber	5-25-05

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
	I do not wish to furnish this information.		I do not wish to furnish this information.
Ethnicity:	[ ] Hispanic or Latino [X] Not Hispanic or Latino	Ethnicity:	[ ] Hispanic or Latino [X] Not Hispanic or Latino
Race:	[ ] American Indian or Alaska Native [ ] Asian [ ] Black or African American [ ] Native Hawaiian or Other Pacific Islander [X] White	Race:	[ ] American Indian or Alaska Native [ ] Asian [ ] Black or African American [ ] Native Hawaiian or Other Pacific Islander [X] White
Sex:	[ ] Female [X] Male	Sex:	[X] Female [ ] Male

To be Completed by Interviewer

This application was taken by:
- [ ] Face-to-face interview
- [ ] Mail
- [X] Telephone
- [ ] Internet

Interviewer's Name (print or type): KIMBERLY HEINEN

Interviewer's Signature: [signature] Date: 5/26/05

Interviewer's Phone Number (incl. area code): (208) 377-5826

Name and Address of Interviewer's Employer: WELLS FARGO BANK, N.A.
2417 COLE
BOISE, ID 83703

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: JACKIE G WEECE	Agency Case Number: 121-2253642
	Co-Borrower: TERESA D WEECE	Lender Case Number: 0052718392

Previous Employment

Employer / Type of Business	City/State / Position/Title	Dates	Monthly Income

Other Income

B/C	Description	Monthly Amount
Subtotal		1767.00

Installment Other	Monthly Payment and Months Left to Pay	Unpaid Balance
	/	
	/	
	/	
	/	
	/	
	/	
	/	
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@ = To Be Paid @ Closing
* = Not Included In Ratio

Real Estate Information

I have authority to apply for joint credit on behalf of the joint applicant.

California applicants: Under California Civil Code 1812.30(g), credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
x Jackie G. Weece	May 25, 05	x Teresa D. Weece	5-25-05

0052718392

Statement of Assets and Liabilities

(Supplement to Residential Loan Application)

Name JACKIE G WEECE
TERESA D WEECE

The following information is provided to complete and become a part of the application for a mortgage in the amount of $ 98,455.00
with interest at 6.375 % for a term of 360 months and to be secured by property known as:

Subject Property Address (street, city, state, & ZIP)

1085 S 36TH STREET W, MOUNTAIN HOME, ID 83647

Legal Description of Subject Property (attach description if necessary)

THE EAST ONE-HALF OF LOT 16 IN BLOCK I OF AIRPORT SUBDIVISION, ELMORE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF

ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed [X] Jointly [ ] Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	
Face amount: $	$
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$

Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company: GEMB/JC PENNEY	$ Payment/Months 9/ 1	$ 9.00
Acct. no.		
Name and address of Company: CBUSASEARS	$ Payment/Months 10/ 27	$ 270.00
Acct. no.		
Name and address of Company: GSECURITY ST	$ Payment/Months 162/ 1	$ 153.00
Acct. no.		
Name and address of Company	$ Payment/Months /	$
Acct. no.		
Name and address of Company	$ Payment/Months	$
Acct. no.		
Name and address of Company	$ Payment/Months	$
Acct. no.		
Name and address of Company	$ Payment/Months /	$
Acct. no.		
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$	
Total Liabilities b.	$	

ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		$	$	$	$	$	$
	Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X Jackie L. Weece	May 25, 2005	X Tracy D. Weece	5-25-05

TO BE COMPLETED BY INTERVIEWER

This application was taken by:

- [ ] Face-to-face interview
- [ ] Mail
- [X] Telephone
- [ ] Internet

Interviewer's Name (print or type): KIMBERLY HEIMER

Interviewer's Signature: Kimberly Heimer Date: 5-25-05

Interviewer's Phone Number (incl. area code): 208/377-5626

Name and Address of Interviewer's Employer: WELLS FARGO BANK, N.A.
2417 COLE
BOISE ID 837030000

0052718392

Multistate

NOTE

FHA Case No.
121-2253642 703

MAY 25, 2005
[Date]
1085 S 36TH STREET W, MOUNTAIN HOME, ID 83647

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of NINETY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. $ *********98,455.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND THREE-EIGHTHS percent (6.375 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JULY 01 , 2005 . Any principal and interest remaining on the first day of JUNE , 2035 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ *******614.23 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's right to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	Jackie G. Wesce (Seal) JACKIE G WESCE -Borrower
_____ (Seal) -Borrower	Teresa D. Wesce (Seal) TERESA D WESCE -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Analytical Laboratories, Inc.
1804 N. 33rd Street
Boise, Idaho 83703
Phone (208) 342-5515
http://www.analyticallaboratories.com

Laboratory Analysis Report

Sample Number: 0514692

Attn:
CENTRAL DISTRICT HEALTH DEPT
707 NORTH ARMSTRONG PL
BOISE, ID 83704

Collected By: R HAWKS
Submitted By: B MERSCH

Source of Sample:
ROBIN HAWKS 1150 AMERICAN LEGION BLVD
MOUNTAIN HOME, ID 83647

Time of Collection:
Date of Collection: 5/24/2005
Date Received: 5/25/2005
Report Date: 5/26/2005

PWS#:
PWS Name:

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
Lead Furnace		<0.005	mg/L	0.005	SM 3113 B	5/26/2005	DMB
Rush Set-Up Charge						5/25/2005	DMB

MCL = Maximum Contamination Level
MDL = Method/Minimum Detection Limit
U/L = Unexplained

Thank you for choosing Analytical Laboratories for your testing needs.
If you have any questions about this report, or any future analytical needs, please contact: Sandy Koch

INSTRUCTIONS REVERSE SIDE.

CDHD MTAL (W) SW CDHD...

STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE
COLIFORM BACTERIA ANALYSIS REPORT
CONTAMINANT ID# 3100

Shaded areas must be fully filled out or samples will not be run. Private samples need not have pwsID or Chlorine residual. Other areas are for lab use only.

Your sample will be analyzed for TOTAL COLIFORMS unless you specify another analysis under Remarks.

For PWS only, if this is a repeat sample, mark the date of the ORIGINAL POSITIVE SAMPLE.

Laboratory Name: *(Check one)*

- ☐ Boise ID00018
- ☐ Pocatello ID00004
- ☐ Coeur d'Alene ID00001

Payment

- ☐ Bill
- ☐ Prepaid
- ☐ Payment received with Sample: Receipt #_____

Fax 587-9086

RESULTS

LABORATORY Sample Number (LAB USE ONLY)	Sample Type Code	TOTAL COLIFORMS Method Code	TOTAL COLIFORMS (P)resent (A)bsent #100ml	FECAL COLIFORMS Method Code	FECAL COLIFORMS (P)resent (A)bsent #100ml	ESCHERICHIA COLI Method Code	ESCHERICHIA COLI (P)resent (A)bsent #100ml
14692							

Sample Type codes: RS - Routine Sample; RP - Repeat Sample (At original tap); U - Upstream Repeat; D - Downstream Repeat; X - Other Repeat; W - Untreated (source); C - Construction/Repair; E - Enforcement (chain of custody required)

Chain-of-Custody Information

Relinquished by:	Date:	Time:	Received by:	Relinquished by:	Date:	Time:	Received by:
Relinquished by:	Date:	Time:	Received by:	Relinquished by:	Date: 5-25	Time: 9:40	Received by:

DATE/TIME RECEIVED _____ ANALYST _____ REMARKS _____

DATE/TIME ANALYZED _____ SUPERVISOR _____

DATE REVIEWED _____

BRIGGS ENGINEERING, Inc.
ENGINEERS / PLANNERS / SURVEYORS

1800 West Overland Road
Boise, Idaho 83705 – 3142
Voice (208) 344-9700
Fax (208) 345-2950
E-mail johnm@briggs-engineering.com

May 16, 2005

587-0097
Fax 587-0092

Wells Fargo Home Mortgage
210 E. Jackson
Mountain Home, ID

Attn: Kim Heinen Kearma

Re: **1085 S 36th West** **Mountain Home, ID**

I visited the home at approximately 1:30 pm today and made the following observations:

1. There were no structurally significant cracks.
2. The number of vents met requirements.
3. The ground around the home sloped away from the foundations.
4. The perimeter foundation walls consist of concrete stem walls on strip footings.
5. Soil has been added for protection against frost heave.
6. The holddowns were installed properly and the spacing is adequate to resist the design loads.
7. The rail beams are supported on power piers on continuous concrete footings.
8. The marriage line is supported on CMU piers on a continuous concrete footing.
9. There is a vapor barrier in place.
10. There is adequate access to the crawl space at the west end of the home.

The foundations are in good condition and meet the requirements of the Permanent Foundations Guide for Manufactured Housing HUD-007487 dated September 1996.

Sincerely,

John D. Mortin P.E.

50546

PROFESSIONAL ENGINEER REGISTERED 7184 5-16-05 STATE OF IDAHO JOHN D. MORTIN

BRIGGS ENGINEERING, Inc.

1800 West Overland Road, Boise, Idaho, 83705
Voice (208) 344-9700 / Fax (208) 345-2950
INVOICE # 505054

CLIENT: Kim Heinen
Wells Fargo Home Mortgage
210 E. Jackson
Mountain Home, ID

fax 587-0092
voice 587-0097

PROJECT: 1085 S 36th West
PROJECT #: 50546
DATE: May 16, 2005

WORK COMPLETED:
Engineering services completed this period include the following:

1. Foundation Inspection

FEE SCHEDULE:

Principal:	0.0	hours @ $130.00/hr. =	
Project Engineer:	2.5	hours @ $100.00/hr. =	250.00
Technician:	0.0	hours @ $60.00/hr. =	
Clerical:	0.5	hours @ $42.00/hr. =	21.00
Expenses:	$0.00	@ 110% =	
Mileage:	94.0	miles @ $0.40/mile =	37.60

INVOICE TOTAL	$	308.60
BILLED TO DATE	$	0.00
PAID TO DATE	$	0.00
PAST DUE	$	0.00
Interest (18%) & Additional Billing Fee ($5.00) =	$	0.00
TOTAL DUE	$	***308.60***

REMIT TO: BRIGGS ENGINEERING, Inc.
1800 W. Overland Road
Boise, Idaho 83705

fax (208) 345-2950
voice (208) 344-9700

John Martin, Project Manager

Approved

Order No. FA-13473

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

Chase Manhattan Mortgage Corporation

a corporation duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Jackie G. Weece and Teresa D. Weece, husband and wife

GRANTEE whose address is: **PO Box 103, Grand View, ID 83624**

the following described real property in **ELMORE** County, Idaho, to wit:

The East one-half of Lot 16 in Block 1 of AIRPORT SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its _____.

Dated: 05/13/05

Chase Home Finance LLC, successor by merger to
Chase Manhattan Mortgage Corporation

By: _____ JOE LANNING, VICE PRESIDENT

State of IDAHO

County of ELMORE

On May 20, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE LANNING, VICE PRESIDENT personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Vice President on behalf of **Chase Manhattan Mortgage**, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

☐ Overnight Mail
☐ Fax _____
☐ Other _____

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

Document Transmittal

TO: Leeanna 208-587-1441	DATE: 5-27-05
FROM: SHERYL PEGLER REO CLOSING DEPARTMENT #320	PHONE: 858-605-5132 FAX: 877-383-0979 E MAIL: SHERYL.PEGLER@CHASE.COM
PROPERTY: S. 36th	CHASE LOAN # 1988468877

The following documents are included:

- ☐ Executed Deed
- ☐ Power of Attorney (POA)
- ☐ Corporate Resolution
- ☐ _____
- ☐ Seller's/Owner's Affidavit
- ☒ HUD-1
- ☐ POA Recording Information

*******NEW CLOSING INSTRUCTIONS*******

PLEASE FAX A COPY OF OUR SALE PROCEEDS CHECK AND THE $150.00 PROCESSING FEE CHECK WITH A COPY OF BOTH OVERNIGHT AIRBILL RECEIPT WITHIN 24 HOURS OF THE CLOSE OF ESCROW TO FAX#: 877-383-0979

PLEASE INCLUDE THE LOAN NUMBER ON THE "CHECK"

PLEASE SEND THE FUNDS WITH A COPY OF THE HUD TO OUR OFFICE IN OHIO (SEE ADDRESS BELOW) THANK YOU

WE CAN NOT CLOSE OUR FILE UNTIL WE RECEIVE A COPY OF THE CHECK AND THE OVERNIGHT AIRBILL RECEIPT. **THANK YOU **

Make checks payable to: Chase Home Finance LLC

Overnight proceeds check to:	Overnight $150.00 processing fee check to:
Chase Home Finance LLC Attention: DRA DEPT. / TODD HANNAHS 3415 VISION DR. COLUMBUS, OH 43219	Chase Home Finance LLC ATTN: REO Dept / Yvonne Payne 10790 Rancho Bernardo Road San Diego, CA 92127

CHASE

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

- [ ] Overnight Mail
- [ ] Fax:
- [ ] Other:

Document Transmittal

To: Leanna

Date: 5-20-05

From: GENA ROTTER
REO Closing Department #320

Telephone: (858) 605-2399
Fax: (877) 819-3092

RE: Your #: Uleece
Our #: 1988468877
Property: 1080 South 36th West

The following documents are included:

- [x] Executed Deed
- [ ] Power of Attorney (POA)
- [ ] Corporate Resolution
- [ ] Real Estate Transfer Tax Form
- [ ]
- [ ]
- [ ]
- [ ] Seller's/Owner's Affidavit
- [ ] Seller's/Owner's Affidavit with attachment
- [ ] HUD – 1 or Seller Closing Statement
- [ ] Sales Proceeds Instructions
- [ ] Please Record Power of Attorney
- [ ] POA Recording information

CLOSING INSTRUCTIONS:

####### PLEASE **FAX A COPY** OF OUR SALE PROCEEDS CHECK AND IF APPLICABLE A COPY OF THE $150 PROCESSING FEE CHECK AND A COPY OF THE OVERNIGHT AIRBILL RECEIPT WITHIN 24 HOURS OF THE SETTLEMENT TO FAX#: 877-819-3092

INCLUDE THE LOAN NUMBER ON THE "***CHECK***"

SEND THE FUNDS WITH A COPY OF THE HUD-1/CLOSING STATEMENT TO THE CHASE OFFICE AT THE ADDRESS BELOW *****.

** PLEASE NOTE** CHASE CAN NOT CLOSE THE FILE UNTIL WE RECEIVE A COPY OF THE CHECK AND THE OVERNIGHT AIRBILL RECEIPT. **THANK YOU **

Purchase Price: $

Investor Name:

Chase must receive a COPY of the proceeds check and tracking# within 24 hours of Settlement.

- [ ] Check *(Must be made payable to Chase Home Finance LLC, and sent using overnight mail)*
PLEASE REFERENCE THE LOAN NUMBER

Send check to: ***** CHASE HOME FINANCE
Attention: DRA DEPT. / TODD HANNAHS
3415 VISION DR.
COLUMBUS OH 43219

Asset Recovery Specialist

Prime Transmittal 12/31/04

Secretary's Certificate

I, Marguerite E. Sheehan, Corporate Secretary of Chase Home Finance LLC ("CHF LLC") hereby certify that the following is a true and correct copy of resolutions adopted by the unanimous written consent of the Board of Managers on the 15th day of December, 2004. I further certify that the said resolutions, at the date hereof, are still in full force and effect.

RESOLVED, that agreements, contacts, indentures, mortgages, deeds, releases, conveyances, powers of attorney, transfers, assignments, leases, demands, proofs of debt, claims, discharges, satisfactions, settlements, petitions, affidavits, receipts, certificates, declarations, records, bonds, undertakings and proxies and any other instruments or documents in connection with the conduct of the business of the Company may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Company, manually or in facsimile by the Chairman of the Board, Chief Executive Officer, the President, any Executive Vice President, the Chief Operating Officer, the Chief Financial Officer, any Senior Vice President, the Corporate Secretary, any Vice President or any other officer which the Secretary certifies as having a functional title or official status which may be equivalent to any for the foregoing, any one of them acting individually.

FURTHER RESOLVED, that each of the Chairman, Chief Executive Officer, the President, Chief Operating Officer, Chief Financial Officer, each Executive Vice President, each Senior Vice President, each Vice President, the Corporate Secretary and the Treasurer of the Company be, and each of them hereby is, authorized to appoint such other officers or authorized signors of the Company at or below the office of Vice President as he or she may, from time to time, deem necessary or desirable.

FURTHER RESOLVED, that, effective upon the merger of Chase Manhattan Mortgage Corporation ("CMMC") with and into the Company, each of the officers of CMMC shall hold their respective offices as officers of the Company from January 1, 2005, the Effective Date of the merger, until a successor thereto shall have been duly chosen and qualified, or as otherwise provided in the By-laws of the Company.

I further certify that, effective as of January 1, 2005, Chase Manhattan Mortgage Corporation ("CMMC") merged with and into CHF LLC, the surviving entity in said merger, that the separate corporate existence of CMMC ceased at such time, and that CHF LLC is the successor in interest to all of the rights, title, interests and all other assets of CMMC.

WITNESS my hand and the seal of Chase Home Finance LLC as of this 3rd day of January, 2005.

Marguerite E. Sheehan

Marguerite E. Sheehan, Corporate Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:24 PM 12/14/2004
FILED 10:24 PM 12/14/2004
SRV 040905685 - 3881786 FILE

CERTIFICATE OF MERGER
OF
CHASE MANHATTAN MORTGAGE CORPORATION
WITH AND INTO
CHASE HOME FINANCE LLC

Pursuant to Sec. 18-209 of the Delaware Limited Liability Company Act, the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each of the limited liability companies or other business entities which are merging are:

Name	Jurisdiction
Chase Home Finance LLC	Delaware
Chase Manhattan Mortgage Corporation	New Jersey

2. An agreement of merger has been approved and executed by each of the domestic limited liability companies or other business entities which is to merge.

3. The name of the surviving limited liability company is: Chase Home Finance LLC

4. The merger shall become effective on January 1, 2005.

5. The agreement of merger is on file at a place of business of the surviving limited liability company which is located at :

194 Wood Avenue South
Iselin, New Jersey 08830

6. A copy of the agreement of merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 13th day of December, 2004 and is being filed in accordance with Sec. 18-209 of the Act by an authorized person of the surviving limited liability company in the merger.

By: Marguerite E. Sheehan

Marguerite E. Sheehan, Corporate Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CHASE MANHATTAN MORTGAGE CORPORATION", A NEW JERSEY CORPORATION,

WITH AND INTO "CHASE HOME FINANCE LLC" UNDER THE NAME OF "CHASE HOME FINANCE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF DECEMBER, A.D. 2004, AT 10:24 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3881786 8100M

040905685

AUTHENTICATION: 3350684

DATE: 12-15-04

To the Secretary of Chase Manhattan Mortgage Corporation:

Upon recommendation and after due deliberation, and under the authority by resolutions adopted on May 17, 1996, by the Board of Directors of Chase Ma Mortgage Corporation (the "Corporation"), to the Chairman, the Chief Executive the President, the Chief Operating Officer, any Executive Vice President, the Financial Officer, any Senior Vice President, and First Vice President, the Secret the Treasurer, to appoint officers at and below the level of Vice Preside undersigned hereby appoints the following officers:

Name:	Title to which appointed:
Karen Taylor	Vice President
Joe Lanning	Vice President
Cindy L. Dunks	Vice President
Scott Heidemann	Vice President
Greg Kisiel	Assistant Vice President
Toni Klysz	Assistant Vice President
Deborah Sarot	Assistant Secretary
Carol Wilkinson	Assistant Secretary

The appointment of the above individuals to officer status is only for the purpo of allowing these individuals to execute documents relating to the sale of mortgage loa lien releases, satisfactions and assignments of mortgage, modifications, subordination partial releases, assumptions and the sale of real property, on behalf of the Corporation

This appointment and the length of term as officer of the Corporation are at convenience and pleasure of the Corporation and are revocable upon notice. Further, authority of the aforesaid individuals are specifically and strictly limited to the execu of the specific documents herein authorized. If not revoked sooner, such officer sta shall terminate upon the individual's transfer or termination from a position requir these services.

Dated effective: August 1, 2002

CHASE MANHATTAN MORTGAGE CORPORATION

Thomas M. Garvey, Executive Vice President

UPS Next Day Air®
UPS Worldwide Express℠

Shipping Document

See instructions on back. Visit UPS.com® or call 1-800-PICK-UPS® (800-742-5877) for additional information and Terms and Conditions.

TRACKING NUMBER 1Z E90 474 22 1005 338 9

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. E 9 0 4 7 4

REFERENCE NUMBER FA-13473

NAME Lee Anna TELEPHONE 208-587-8428

COMPANY 1ST AMERICAN TITLE/FATICO

STREET ADDRESS 100 N 3RD E

CITY AND STATE MOUNTAIN HOME ID ZIP CODE 83647 2731

2 EXTREMELY URGENT DELIVERY TO

NAME DRA Dept. /Todd Hannahs TELEPHONE

COMPANY Chase Home Finance

STREET ADDRESS 3415 Vision Drive DEPT./FLR.

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL) Columbus OH ZIP CODE

	WEIGHT Enter "LTR" if Letter	DIMENSIONAL WEIGHT If Applicable	LARGE AIR PACKAGE	SHIPPER RELEASE
5 WEIGHT	LTR		☐	☐

		CHARGES
5 TYPE OF SERVICE	☑ NEXT DAY AIR ☐ EXPRESS (DAY)	
	For Worldwide Express Shipments Mark an "X" in this box if shipment only contains documents of no commercial value. ☐ DOCUMENTS ONLY	$
6 OPTIONAL SERVICES	☐ SATURDAY PICKUP (See Instructions) ☐ SATURDAY DELIVERY (See Instructions)	$
	☐ DECLARED VALUE FOR CARRIAGE (Without any liability in excess of actual value not exceeding $100, see back) $ AMOUNT	$
	☐ C.O.D. (If C.O.D. money amount to be collected and which is completed UPS C.O.D. tag is packaged) $ AMOUNT	$
7 ADDITIONAL HANDLING CHARGE	☐ An Additional Handling Charge applies for certain items. See instructions.	$
TOTAL CHARGES		$
8 METHOD OF PAYMENT	☑ BILL SHIPPER'S ACCOUNT NUMBER (In Section 1) ☐ BILL RECEIVER (Domestic Only) ☐ BILL THIRD PARTY (Domestic Only) ☐ CREDIT CARD (American Express, Diner's Club, MasterCard, Visa) (Record Account No. in Section 9)	☐ CHECK

9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE / /

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

10 SHIPPER'S SIGNATURE X L. Lathrop DATE OF SHIPMENT / /

All shipments are subject to the terms contained in the UPS Tariff and Terms and Conditions of Service, which are available at UPS.com and local UPS office.

0101911202608 1/06 MW UPS COPY

FIRST AMERICAN TITLE COMPANY
TRUST ACCOUNT
190 NORTH 2ND EAST
P.O. BOX 813
MOUNTAIN HOME, ID 83647

WASHINGTON MUTUAL BANK, FA
FA-13473 CORPORATE ACCOUNT SERVICES
ID 7026-3250

17020

$ One Hundred Fifty and 00/100 Dollars

DATE	AMOUNT
May 31, 2005	$ ****150.00

PAY TO THE ORDER OF: Chase Manhattan

Loan #1988468877
Processing Fee

Linda Roderback
LeAnna Lathrop

⑈000170 20⑈ ⑆325070760⑆ 9350548398⑈

FIRST AMERICAN TITLE COMPANY TRUST ACCOUNT

17020

****** REAL ESTATE CLOSING ******

0052718392

Buyer/Borrower: Jackie G. Weece and Teresa D. Weece
Seller: Chase Manhattan Mortgage Corporation
Lender: Wells Fargo Bank, NA
Property: 1085 South 36th West Street /
Settlement Date: May 25, 2005
Disbursement Date: May 31, 2005
Check Amount: 150.00 (FA-13473.PFD/FA-13473/79)
Pay To: Chase Manhattan
For: Processing Fee
Loan

Closer/Responsible LeeAnna

FIRST AMERICAN TITLE COMPANY
TRUST ACCOUNT
190 NORTH 3RD EAST
P.O. BOX 813
MOUNTAIN HOME, ID 83647

WASHINGTON MUTUAL BANK, FA
FA-13473 CORPORATE ACCOUNT SERVICES
19-7076/3250

17022

$ --Eighty Eight Thousand Five Hundred Twelve and 89/100 ---------- Dollars

DATE: May 31, 2005

AMOUNT: $ *****88,512.89

PAY TO THE ORDER OF: Chase Manhattan Mortgage Corporation

Linda Sloderbeck

Closing

⑈00017022⑈ ⑆325070760⑆ 9350548398⑈

FIRST AMERICAN TITLE COMPANY TRUST ACCOUNT

17022

****** REAL ESTATE CLOSING ******

0052718392

Buyer/Borrower: Jackie G. Weece and Teresa D. Weece
Seller: Chase Manhattan Mortgage Corporation
Lender: Wells Fargo Bank, NA
Property: 1085 South 36th West Street /
Settlement Date: May 25, 2005
Disbursement Date: May 31, 2005
Check Amount: 88,512.89 (FA-13473.PFD/FA-13473/79)
Pay To: Chase Manhattan Mortgage Corporation
For: Closing Proceeds

Closer/Responsible LeeAnna

First American Title Company

of Mountain Home

June 1, 2005

Mail

REO World
Attn: Lindsey Graves
359 San Miguel, Ste. 107
Newport Beach, CA 92660

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Lindsey:

In connection with the above mentioned order please find attached our check no. 17024, in the amount of $3,221.04, representing: 1085 South 36th West Street, Mountain Home, ID 83647.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

Linda Sloderbeck

Linda Sloderbeck
Escrow Assistant

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

First American Title Company

of Mountain Home

May 31, 2005

Mail

Jackie G. & Teresa D. Weece
PO Box 103
Grand View, ID 83624

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Mr. & Mrs. Weece:

In connection with the above mentioned order please find attached copies/originals of the following document(s):

- Settlement/Closing Statement.
- Closing Escrow Instructions.
- Warranty Deed/Grant Deed.
- Deed of Trust Note/Promissory Note.
- Deed of Trust/ Mortgage.
- Lender Documents.

Thank you for using First American Title Company and please remember to designate our company in your next title or escrow closing transaction.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

UPS Next Day Air®
UPS Worldwide Express®

Shipping Document

See instructions on back. Visit UPS.com® or call 1-800-PICK-UPS® (800-742-5877) for additional information and Terms and Conditions.

TRACKING NUMBER 1Z E90 474 22 1005 338 9

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. E90474

REFERENCE NUMBER FA-12473

NAME Lee Anna TELEPHONE 208-587-8428

COMPANY 1ST AMERICAN TITLE/FATICO

STREET ADDRESS 190 N 3RD E

CITY AND STATE MOUNTAIN HOME ID ZIP CODE 83647 2731

2 EXTREMELY URGENT DELIVERY TO

NAME DRA Dept. /Todd Hamolis TELEPHONE

COMPANY Chase Home Finance

STREET ADDRESS 3415 Vision Drive DEPT./FLR. Residential Delivery

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL) Columbus OH ZIP CODE 43219

3 WEIGHT — Enter "LTR" if below: LTR — Dimensional Weight if Applicable — Large Air Package ☐

4 SHIPPER RELEASE ☐

5 TYPE OF SERVICE — ☑ Next Day Air ☐ Express (Int'l.) — For Worldwide Express Shipments Mark an "X" in this box if shipment only contains documents of no commercial value. ☐ Documents Only

6 OPTIONAL SERVICES — ☐ Saturday Pickup (See Instructions) ☐ Saturday Delivery (See Instructions) — ☐ Declared Value for Carriage $ Amount — ☐ C.O.D. $ Amount

7 ADDITIONAL HANDLING CHARGE — ☐ An Additional Handling Charge applies for certain items. See Instructions.

TOTAL CHARGES $

8 METHOD OF PAYMENT — ☑ Bill Shipper's Account Number (In Section 1) ☐ Bill Receiver ☐ Bill Third Party ☐ Credit Card (Domestic Only) (Receiver Account No. in Section 9) — American Express, Diners Club, MasterCard, Visa — ☐ Check

CHARGES

9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

10 SHIPPER'S SIGNATURE X L. Lattrop DATE OF SHIPMENT 6/1/05

All shipments are subject to the terms contained in the UPS Tariff and Terms and Conditions of Service, which are available at UPS.com and local UPS offices.

0101811202600 1/05 MW

SHIPPER'S COPY

This form not needed with UPS Internet Shipping at UPS.com

First American Title Company

of Mountain Home

May 31, 2005

UPS

Chase Home Finance, LLC
Attn: DRA Dept. / Todd Hannahs
3415 Vision Drive
Columbus, OH 43219

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Mr. Hannahs:

In connection with the above mentioned order please find attached our check no. 17027, in the amount of $88,512.89, representing: Seller's Net Proceeds.

Also attached are copies/originals of the following document(s):

- Settlement/Closing Statement.
- Closing Escrow Instructions.
- Corporation Warranty Deed/Grant Deed.
- Lender Documents.
- Seller or Borrower Affidavit.
- Commission Escrow Instructions.

Thank you for using First American Title Company and please remember to designate our company in your next title or escrow closing transaction.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

First American Title Company

of Mountain Home

May 31, 2005

Hand Deliver

1st Class Real Estate
Attn: Robin Hawks & Melinda Liercke
1150 American Legion Blvd.
Mountain Home, ID 83647

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Robin & Melinda:

In connection with the above mentioned order please find attached our check no. 17016, in the amount of $4,600.00, representing: Real Estate Commission.

Also attached are copies/originals of the following document(s):

- Settlement/Closing Statement.
- Commission Escrow Instructions.

Thank you for using First American Title Company and please remember to designate our company in your next title or escrow closing transaction.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

First American Title Company

of Mountain Home

May 31, 2005

Hand Deliver

Elmore County Treasurer
150 South 4th East, Suite 4
Mountain Home, ID 83647

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Ladies and Gentlemen:

In connection with the above mentioned order please find attached our check no. 17018, in the amount of $270.85, representing: Bill # 1833 & #8806 for Chase Home Finance or Loree M. Saunders at 1080 South 36th West Street, Mountain Home.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

First American Title Company

of Mountain Home

May 31, 2005

Mail

Farm Bureau Mutual Insurance Company
275 Tierra Vista Drive
P.O. Box 4848
Pocatello, ID 83205-4848

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Ladies and Gentlemen:

In connection with the above mentioned order please find attached our check no. 17017, in the amount of $472.00, representing: One year hazard insurance for Jackie G. and Teresa D. Weece, 1085 South 36th West Street, Mountain Home, ID 83647.

Also attached are copies/originals of the following document(s):

- Binder.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@minospring.com • Toll Free 1-888-560-8428

First American Title Company

of Mountain Home

May 31, 2005

Hand Deliver

1st Class Real Estate
Attn: Robin Hawks
1150 American Legion Blvd.
Mountain Home, ID 83647

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Robin:

In connection with the above mentioned order please find attached our check no. 17021, in the amount of $61.00, representing: Reimburse for water test bill.

Thank you for using First American Title Company and please remember to designate our company in your next title or escrow closing transaction.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

UPS Next Day Air®
--UPS Worldwide Express®

Shipping Document

See instructions on back. Visit UPS.com® or call 1-800-PICK-UPS® (800-742-5877) for additional information and Terms and Conditions.

TRACKING NUMBER 1Z E90 474 22 1005 336 1

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. E 9 0 4 7 4

REFERENCE NUMBER FA-13473

NAME LeeAnna TELEPHONE 208-587-8428

COMPANY 1ST AMERICAN TITLE/FATICO

STREET ADDRESS 190 N 3RD E

CITY AND STATE MOUNTAIN HOME ID ZIP CODE 83647 2731

2 EXTREMELY URGENT DELIVERY TO

NAME REO Dept / Yvonne Payne TELEPHONE

COMPANY Chase Home Finance LLC

STREET ADDRESS 10790 Rancho Bernardo Rd DEPT./FLR. Residential Delivery

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL) San Diego CA ZIP CODE 92127

3 WEIGHT — Weight: LTR — Dimensional Weight (if applicable) — Large Air Package ☐

4 Shipper Release ☐

5 TYPE OF SERVICE — ☑ Next Day Air — ☐ Express (Int'l) — ☐ Worldwide Express Shipments Documents Only

6 OPTIONAL SERVICES — ☐ Saturday Pickup — ☐ Saturday Delivery — ☐ Declared Value for Carriage $ Amount — ☐ C.O.D. $ Amount

7 ADDITIONAL HANDLING CHARGE — ☐ An Additional Handling Charge applies for certain items. See instructions.

TOTAL CHARGES $

8 METHOD OF PAYMENT — ☑ Bill Shipper's Account Number — ☐ Bill Receiver — ☐ Bill Third Party — ☐ Credit Card — ☐ Check

9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. — Expiration Date

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

10 SHIPPER'S SIGNATURE X [signature] DATE OF SHIPMENT 5/3/05

All shipments are subject to the terms contained in the UPS Tariff and Terms and Conditions of Service, which are available at UPS.com and local UPS offices.

01019120260 1/05 MW

SHIPPER'S COPY

This form not needed with UPS Internet Shipping at UPS.com

First American Title Company

of Mountain Home

May 31, 2005

UPS

Chase Home Finance LLC
Attn: REO Dept / Yvonne Payne
10790 Rancho Bernardo Road
San Diego, CA 92127

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Yvonne:

In connection with the above mentioned order please find attached our check no. 17020, in the amount of $150.00, representing: Processing Fee for Weece File #1988468877.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

First American Title Company

of Mountain Home

May 31, 2005

Mail

Briggs Engineering, Inc.
1800 W. Overland Road
Boise, ID 83705

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Ladies and Gentlemen:

In connection with the above mentioned order please find attached our check no. 17019, in the amount of $308.00, representing: Engineering Services at 1085 South 36th West Street, Mountain Home, ID 83647..

Also attached are copies/originals of the following document(s):

- Invoice.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-560-8428

Fax to: Wells Fargo Bank/866-305-4540

Attention: Janet Jones

From: First American Title Company Fax No. (208) 587-1441

At the Request of: Linda

Transmission includes:

HUD Stmt. for Rishko. - Final Page

Total number of pages, including cover letter: ~~3~~ 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL IMMEDIATELY

Notes: Corrections per your request. Thank you, Janet!

05/31/2005 TUE 09:32 FAX 001

**********	
*** TX REPORT ***	
**********	
TRANSMISSION OK	
TX/RX NO	1561
CONNECTION TEL	18663054540
SUB-ADDRESS	
CONNECTION ID	
ST. TIME	05/31 09:31
USAGE T	00'30
PGS.	2
RESULT	OK

UPS Next Day Air®
UPS Worldwide Express

Shipping Document

See instructions on back. Visit UPS.com® or call 1-800-PICK-UPS® (800-742-5877) for additional information and Terms and Conditions.

TRACKING NUMBER 1Z E90 474 22 1005 337 0

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. E90474

REFERENCE NUMBER EH-12473

NAME LeAnna TELEPHONE 208-587-8428

COMPANY 1ST AMERICAN TITLE/FATICO

STREET ADDRESS 190 N 3RD E

CITY AND STATE MOUNTAIN HOME ID ZIP CODE 83647 2731

2 EXTREMELY URGENT DELIVERY TO

NAME Post Closing TELEPHONE

COMPANY Wells Fargo Bank NA

STREET ADDRESS 10850 SE 93rd Ave. Ste 400 DEPT./FLR. Residential Delivery

CITY AND STATE (PLEASE CONFIRM IF INTERNATIONAL) Clackamas OR ZIP CODE 97015

3 WEIGHT: WEIGHT (Enter "LTR" if Letter) LTR; DIMENSIONAL WEIGHT (If Applicable); LARGE AIR PACKAGE ☐

4 SHIPPER RELEASE ☐ 1 1

5 TYPE OF SERVICE: ☑ NEXT DAY AIR; ☐ EXPRESS (INT'L); FOR WORLDWIDE EXPRESS SHIPMENTS Mark an "X" in this box if shipment only contains documents of no commercial value. ☐ DOCUMENTS ONLY

6 OPTIONAL SERVICES: ☐ SATURDAY PICKUP (See instructions.); ☐ SATURDAY DELIVERY (See instructions.); ☐ DECLARED VALUE FOR CARRIAGE $ AMOUNT; ☐ C.O.D. $ AMOUNT

7 ADDITIONAL HANDLING CHARGE: ☐ An Additional Handling Charge applies for certain items. See instructions.

TOTAL CHARGES

CHARGES $ $ $ $ $

8 METHOD OF PAYMENT: ☑ BILL SHIPPER'S ACCOUNT NUMBER (In Section 1); ☐ BILL RECEIVER; ☐ BILL THIRD PARTY; ☐ CREDIT CARD (American Express, Diner's Club, MasterCard, Visa); ☐ CHECK

(Foreign Account No. in Section 9) (Domestic Only)

9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

10 SHIPPER'S SIGNATURE X

DATE OF SHIPMENT 01/12

All shipments are subject to the terms contained in the UPS Tariff and Terms and Conditions of Service, which are available at UPS.com and local UPS offices.

0101911202609 1/05 MW SHIPPER'S COPY

First American Title Company

of Mountain Home

May 26, 2005

UPS

Wells Fargo Bank, N.A.
12550 SE 93rd Avenue Ste. 400
Clackamas, OR 97015

RE: Order No. **FA-13473**

E2 16/1 AIRPORT SUB.
Weece

Dear Ladies and Gentlemen:

In connection with your Loan No. **0052718392**, attached please find the following:

- Lender Instructions.
- Closing Escrow Instructions.
- Original(s) and One Certified Copy(s) of the Settlement Statement.
- One Certified Copy of the Warranty Deed.
- Original and one Certified Copy(s) of the Note.
- One Certified Copy(s) of the Deed of Trust.
- Original Lender Documents.

PLEASE REVIEW LOAN PACKAGE FOR A FUNDING DATE OF **05/26/05** AND CALL ME WITH RECORDING AND FUNDING AUTHORIZATION. PLEASE WIRE FUNDS PER THE FOLLOWING INSTRUCTIONS:

Washington Mutual Bank - Mountain Home Branch
290 North 2nd East / P.O. Box 1240
Mountain Home, ID 83647
Routing: ABA #: 325070760
Account #: 9350548398
Ref: Weece

Thank you for using First American Title Company. Please call me if you have any questions regarding the above or if I can be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop

LeeAnna Lathrop
Escrow Officer

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@firstdatsvcs.com • Toll Free 1-888-580-8428

ELMORE COUNTY · TAX RECEIPT
CHECKS SUBJECT TO BANK CLEARANCE

PARCEL KEY: MHTR0000453800T 2004 POSTING DATE: 6/03/2005
BILL#: 1833 BATCH#: 60305 TRANS#: 2
RECEIVED FROM: CHASE MANHATTAN/#23/WEECE REMARKS: 17018
PROPERTY ADDRESS: 1073 S 36TH W 83647

P/C	TAX	LATE CHARGE	INTEREST	COST	TOTAL PAID
H2	182.57				182.57

CHASE MANHATTAN MORTGAGE
CORPORATION
3415 VISION DR
COLUMBUS OH 43219-6009

1999 CHAMPION 27X66
00004001016A
1073 S 36TH W

TRANS TOTAL ---> 270.85

First American Title Company

of Mountain Home

May 31, 2005

Hand Deliver

Elmore County Treasurer
150 South 4th East, Suite 4
Mountain Home, ID 83647

Re: Order No. FA-13473

E2 16/1 Airport Sub.
Weece/Chase Home Finance, LLC

Dear Ladies and Gentlemen:

In connection with the above mentioned order please find attached our check no. 17018, in the amount of $270.85, representing: Bill # 1833 & #8806 for Chase Home Finance or Loree M. Saunders at 1080 South 36th West Street, Mountain Home.

Please contact me if you have any questions or if I may be of further assistance.

Sincerely,

FIRST AMERICAN TITLE COMPANY

LeeAnna Lathrop

LeeAnna Lathrop
Escrow Officer

Attachment(s)

SERVING ELMORE COUNTY
190 North Third East, Mountain Home, ID 83647 • (208) 587-8428 • Fax (208) 587-1441
E-mail fatmh@mindspring.com • Toll Free 1-888-580-8428

SELLER AFFIDAVIT

State of Idaho

Order No. FA-13473

County of Elmore

Subject Property: **1085 South 36th West Street, Mountain Home, ID 83647**

Subdivision: **E2 16/1 AIRPORT SUB.**

Before me, the undersigned authority on this day personally appeared

Chase Manhattan Mortgage Corporation

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party	Approximate Amount
None	0

2. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor	Approximate Amount
None	0

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated and I hereby declare that all sums of money due for Seller or the erection of improvements have been fully paid and satisfied.

4. No Parties in possession other than affiant except as follows:

None

5. To be filled in if a sale – The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number or social security number is:

Seller's address (office address if seller is an entity; home address if seller is an individual) is:

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform that withhold of tax is not required under Section 1446 of the Internal Revenue Code.

6. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance has been made in the last 31 days, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

SELLER AFFIDAVIT – Page 2

INDEMNITY: I agree to pay on demand to the purchasers and/or First American Title Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser and/or First American Title Company in this transaction are relying on the representations contained herein purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller is an entity, I have authority to sign on its behalf.

By Lindsey Graves, REO World as
Attorney-in-fact for Chase Home Finance LLC
Seller

Sworn to and subscribed before me this 26 day of May, 2005

Christina Baird
Notary Public
Residing at: Irvine, CA
Commission Expires:
6/26/08

CHRISTINA BAIRD
Commission # 1496718
Notary Public - California
Orange County
My Comm. Expires Jun 26, 2008

FIRST AMERICAN TITLE COMPANY
190 N. 3rd E. Mountain Home, ID 83647
Telephone (208) 587-8428

COMMISSION ESCROW INSTRUCTIONS

ORDER NO.: **FA-13473**

BRIEF LEGAL: **E2 16/1 AIRPORT SUB.**

You are hereby authorized and instructed to pay commission(s) as follows:

NAME OF LISTING BROKER: **1st Class Real Estate**

COMMISSION: **$5,750.00**

I/We hereby assign to broker(s) named above a portion of my/our sales proceeds in an amount equal to the commission set forth above.

Date: **05/25/05**

by Lindsey Graves, REO World as
Attorney Infact for Chase Home Finance LLC

Seller

ADDRESS:

CHASE HOME FINANCE LLC
10790 Rancho Bernardo Rd.
San Diego, CA 92127-5705

ACCEPTED AND APPROVED BY:

1st Class Real Estate

Robin Hawks

By:

FIRST AMERICAN TITLE COMPANY
190 N. 3rd E. Mountain Home, ID 83647
Telephone (208) 587-8428

COMMISSION ESCROW INSTRUCTIONS

ORDER NO.: **FA-13473**

BRIEF LEGAL: **E2 16/1 AIRPORT SUB.**

You are hereby authorized and instructed to pay commission(s) as follows:

NAME OF LISTING BROKER: **1st Class Real Estate**

COMMISSION: **$5,750.00**

I/We hereby assign to broker(s) named above a portion of my/our sales proceeds in an amount equal to the commission set forth above.

Date: **05/25/05**

Seller

ADDRESS:

ACCEPTED AND APPROVED BY:

1st Class Real Estate

Robin Hawks

By:

IDAHO POWER®
An IDACORP Company

OBJ: #103

Premise Billing History

7/22/2016

To: Rick C Holden

Re: 679 SW Contrail Ave / Mountain Home ID 83647-6257

Read Date	Days	Rate	MkW	kWh	Amount	
7/5/2016	32	I01	6	3047	$366.73	2016 Total
6/3/2016	30	I01	6	2201	$217.82	$ 1,004.37
5/4/2016	28	I01	6	2063	$199.36	
4/6/2016	33	I01	8	1500	$144.08	
3/4/2016	29	I01	5	1277	$122.42	
2/4/2016	29	I01	4	1297	$124.37	
1/6/2016	30	I01	6	1331	$129.06	
12/7/2015	32	I01	4	690	$ 67.26	2015 Total
11/5/2015	30	I01	6	1099	$106.57	$ 2,241.64
10/6/2015	32	I01	6	2461	$245.15	21,448 KWH
9/4/2015	30	I01	6	2778	$318.05	
8/5/2015	29	I01	6	2457	$280.80	
7/7/2015	32	I01	6	2785	$324.90	
6/5/2015	30	I01	6	1750	$174.30	
5/6/2015	29	I01	8	1961	$191.81	
4/7/2015	32	I01	8	1552	$151.47	
3/6/2015	30	I01	7	1291	$125.73	
2/4/2015	29	I01	7	1256	$122.27	
1/6/2015	32	I01	8	1368	$133.33	
12/5/2014	31	I01	6	1093	$106.20	2014 Total
11/4/2014	29	I01	6	919	$ 89.05	$ 1,731.73
10/6/2014	32	I01	6	1653	$161.45	
9/4/2014	30	I01	6	2062	$224.68	
8/5/2014	29	I01	7	2103	$233.65	
7/7/2014	32	I01	7	2240	$252.10	
6/5/2014	30	I01	7	1980	$194.38	
5/6/2014	29	I01	7	1752	$167.73	
4/7/2014	31	I01	6	947	$ 89.95	
3/7/2014	30	I01	5	812	$ 76.89	

P.O. Box 70 (83707)
1221 W. Idaho St.
Boise, ID 83702

ADMITTED
EXHIBIT
Objector #03
61-13201
11-17-16

2/5/2014	30	I01	5	936	$ 88.87	
1/6/2014	32	I01	5	471	$ 46.78	
12/5/2013	31	I01	6	258	$ 28.00	2013 Total
11/4/2013	31	I01	7	597	$ 57.93	$ 1,369.62
10/4/2013	29	I01	7	1570	$150.41	
9/5/2013	31	I01	7	2062	$220.23	
8/5/2013	33	I01		2422	$272.21	
7/3/2013	32	I01		2519	$285.10	
6/1/2013	29	I01		1562	$134.27	
5/3/2013	29	I01		1351	$114.91	
4/4/2013	29	I01		331	$ 30.93	
3/6/2013	30	I01		223	$ 22.55	
2/4/2013	31	I01		276	$ 26.66	
1/4/2013	31	I01		273	$ 26.42	
12/4/2012	33	I01		234	$ 23.39	2012 Total
11/1/2012	30	I01		771	$ 65.14	$ 1,028.24
10/2/2012	32	I01		1481	$126.11	
8/31/2012	29	I01		1896	$184.36	
8/2/2012	30	I01		2151	$213.45	
7/3/2012	29	I01		1380	$123.94	
6/4/2012	32	I01		1676	$136.25	
5/3/2012	29	I01		1172	$ 93.45	
4/4/2012	29	I01		128	$ 14.52	
3/6/2012	32	I01		158	$ 16.70	
2/3/2012	29	I01		140	$ 15.38	
1/5/2012	31	I01		156	$ 15.55	
12/5/2011	33	I01		247	$ 21.85	2011 Total
11/2/2011	29	I01		795	$ 61.03	$ 823.68
10/4/2011	33	I01		2126	$167.88	
9/1/2011	29	I01		2073	$184.01	
8/3/2011	29	I01		1532	$133.26	
7/5/2011	32	I01		1373	$118.51	
6/3/2011	30	I01		713	$ 56.29	
5/4/2011	29	I01		186	$ 17.72	
4/5/2011	32	I01		156	$ 15.53	
3/4/2011	29	I01		148	$ 14.95	
2/3/2011	28	I01		127	$ 13.42	
1/6/2011	31	I01		207	$ 19.23	
12/6/2010	33	I01		175	$ 16.90	2010 Total
11/3/2010	29	I01		1040	$ 81.62	$ 747.29

10/5/2010	33	I01		1758	$139.26	
9/2/2010	29	I01		1713	$150.53	
8/4/2010	29	I01		1631	$143.96	
7/6/2010	32	I01		977	$ 82.78	
6/4/2010	30	I01		666	$ 53.92	
5/5/2010	29	I01		173	$ 17.03	
4/6/2010	32	I01		222	$ 20.66	
3/5/2010	29	I01		127	$ 13.61	
2/4/2010	29	I01		126	$ 13.55	
1/6/2010	30	I01		125	$ 13.47	
12/7/2009	33	I01		137	$ 14.35	2009 Total
11/4/2009	29	I01		151	$ 15.40	$ 677.80
10/6/2009	33	I01		1387	$111.01	
9/3/2009	29	I01		1549	$134.89	
8/5/2009	29	I01		1608	$141.60	
7/7/2009	33	I01		1342	$117.03	
6/4/2009	29	I01		887	$ 63.73	
5/6/2009	29	I01		245	$ 19.93	
4/7/2009	33	I01		229	$ 18.89	
3/5/2009	28	I01		167	$ 14.88	
2/5/2009	29	I01		118	$ 11.92	
1/7/2009	33	I01		151	$ 14.17	
12/5/2008	31	I01		172	$ 15.56	2008 Total
11/4/2008	29	I01		229	$ 19.36	$ 723.22
10/6/2008	32	I01		1537	$106.52	
9/4/2008	30	I01		1440	$107.50	
8/5/2008	29	I01		1529	$115.26	
7/7/2008	32	I01		1769	$133.06	
6/5/2008	30	I01		1298	$ 84.91	
5/6/2008	29	I01		1109	$ 70.87	
4/7/2008	32	I01		340	$ 24.54	
3/6/2008	29	I01		204	$ 15.90	
2/6/2008	30	I01		166	$ 13.61	
1/7/2008	32	I01		210	$ 16.13	
12/6/2007	31	I01		200	$ 15.55	2007 Total
11/5/2007	32	I01		367	$ 25.16	$ 702.51
10/4/2007	29	I01		1545	$ 92.88	
9/5/2007	30	I01		1855	$119.66	
8/6/2007	31	I01		2164	$141.08	
7/6/2007	30	I01		1905	$124.64	

6/6/2007	30	I01		1585	$ 89.21	
5/7/2007	31	I01		566	$ 31.25	
4/6/2007	30	I01		298	$ 18.11	
3/7/2007	29	I01		217	$ 14.34	
2/6/2007	31	I01		240	$ 15.69	
1/6/2007	31	I01		229	$ 14.94	
12/6/2006	33	I01		204	$ 13.53	2006 Total
11/3/2006	30	I01		922	$ 47.58	$ 535.59
10/4/2006	29	I01		1280	$ 66.34	
9/5/2006	32	I01		1603	$ 93.92	
8/4/2006	29	I01		1766	$102.22	
7/6/2006	30	I01		1182	$ 66.85	
6/6/2006	32	I01		834	$ 48.79	
5/5/2006	29	I01		242	$ 16.76	
4/6/2006	30	I01		284	$ 19.51	
3/7/2006	32	I01		297	$ 20.59	
2/3/2006	29	I01		215	$ 15.79	
1/5/2006	31	I01		344	$ 23.71	
12/5/2005	32	I01		211	$ 15.97	2005 Total
11/3/2005	30	I01		667	$ 42.01	$ 543.25
10/4/2005	32	I01		1170	$ 73.40	
9/2/2005	29	I01		1418	$ 95.80	
8/4/2005	29	I01		1644	$109.32	
7/6/2005	30	I01		1210	$ 79.20	
6/6/2005	32	I01		706	$ 41.27	
5/5/2005	29	I01		671	$ 37.78	
4/6/2005	30	I01		140	$ 10.92	
3/7/2005	32	I01		157	$ 12.06	
2/3/2005	29	I01		161	$ 12.16	
1/5/2005	33	I01		178	$ 13.36	
12/3/2004	30	I01		141	$ 11.41	2004 Total
11/3/2004	30	I01		799	$ 46.38	$ 457.61
10/4/2004	32	I01		717	$ 43.11	7590 KWH
9/2/2004	29	I01		1150	$ 73.76	
8/4/2004	29	I01		1134	$ 71.32	
7/6/2004	32	I01		856	$ 53.54	
6/4/2004	30	I01		743	$ 39.86	
5/5/2004	29	I01		724	$ 38.27	
4/6/2004	33	I01		615	$ 34.03	
3/4/2004	29	I01		237	$ 15.14	

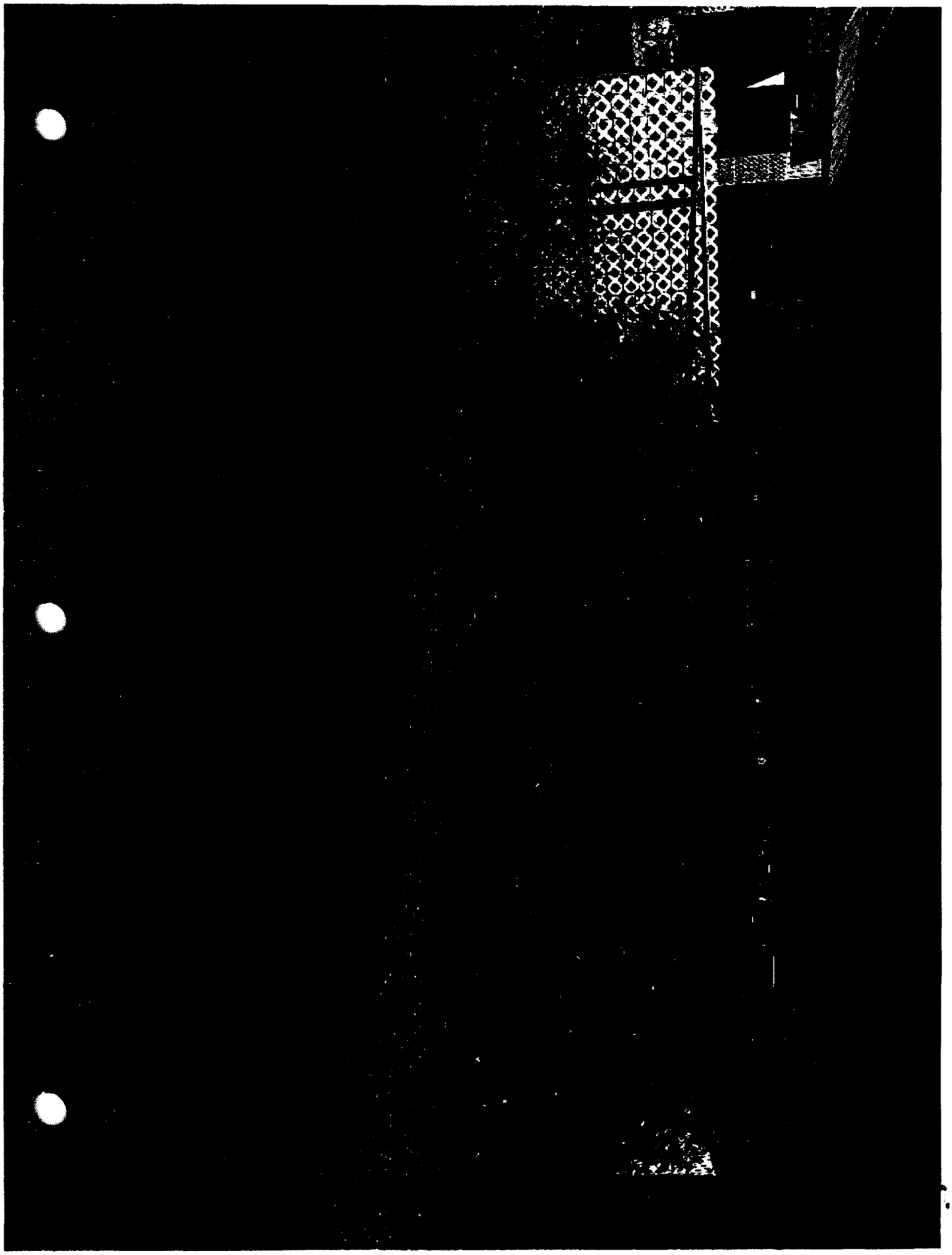
2/4/2004	30	I01		245	$ 15.65	
1/5/2004	32	I01		229	$ 15.14	
12/4/2003	30	I01		295	$ 18.71	2003 Total
11/4/2003	29	I01		815	$ 46.43	$ 349.82
10/6/2003	32	I01		855	$ 49.72	
9/4/2003	30	I01		820	$ 48.19	
8/5/2003	29	I01		1126	$ 64.01	
7/7/2003	32	I01		941	$ 52.37	
6/5/2003	30	I01		274	$ 17.80	
5/6/2003	29	I01		141	$ 11.84	
4/7/2003	32	I01		103	$ 9.47	
3/6/2003	30	I01		112	$ 10.26	
2/4/2003	29	I01		100	$ 9.35	
1/6/2003	32	I01		133	$ 11.67	
12/5/2002	30	I01		114	$ 10.53	2002 Total
11/5/2002	29	I01		211	$ 16.79	$ 380.58
10/7/2002	31	I01		533	$ 38.61	
9/6/2002	30	I01		588	$ 43.19	
8/7/2002	30	I01		1367	$ 93.25	
7/8/2002	32	I01		1200	$ 78.39	
6/6/2002	30	I01		589	$ 38.47	
5/7/2002	29	I01		405	$ 25.37	
4/8/2002	32	I01		114	$ 9.11	
3/7/2002	30	I01		107	$ 8.81	
2/5/2002	32	I01		110	$ 9.03	
1/4/2002	30	I01		109	$ 9.03	
12/5/2001	33	I01		140	$ 10.86	2001 Total
11/2/2001	30	I01		178	$ 13.22	$ 201.03
10/3/2001	33	I01		187	$ 13.31	
8/31/2001	31	I01		393	$ 25.05	
7/31/2001	32	I01		848	$ 51.53	
6/29/2001	30	I01		782	$ 47.36	
5/30/2001	30	I01		79	$ 7.04	
4/30/2001	32	I01		78	$ 6.42	
3/29/2001	30	I01		101	$ 7.58	
2/27/2001	32	I01		84	$ 6.72	
1/26/2001	31	I01		61	$ 5.57	
12/26/2000	29	I01		77	$ 6.37	2000 Total
11/27/2000	33	I01		159	$ 10.49	$ 169.38
10/25/2000	29	I01		156	$ 10.34	

9/26/2000	32	I01		267	$ 15.91
8/25/2000	29	I01		419	$ 23.53
7/27/2000	30	I01		345	$ 19.82
6/27/2000	32	I01		295	$ 17.31
5/26/2000	29	I01		126	$ 8.59
4/27/2000	29	I01		128	$ 8.55
3/29/2000	29	I01		146	$ 9.40
2/29/2000	32	I01		356	$ 19.30
1/28/2000	32	I01		366	$ 19.77
12/27/1999	1	I01		0	$ -

If you have any questions, please call our business office at 1-800-488-6151.

Thank you.

Idaho Power Co
Customer Service Center



OBJ: EX #104

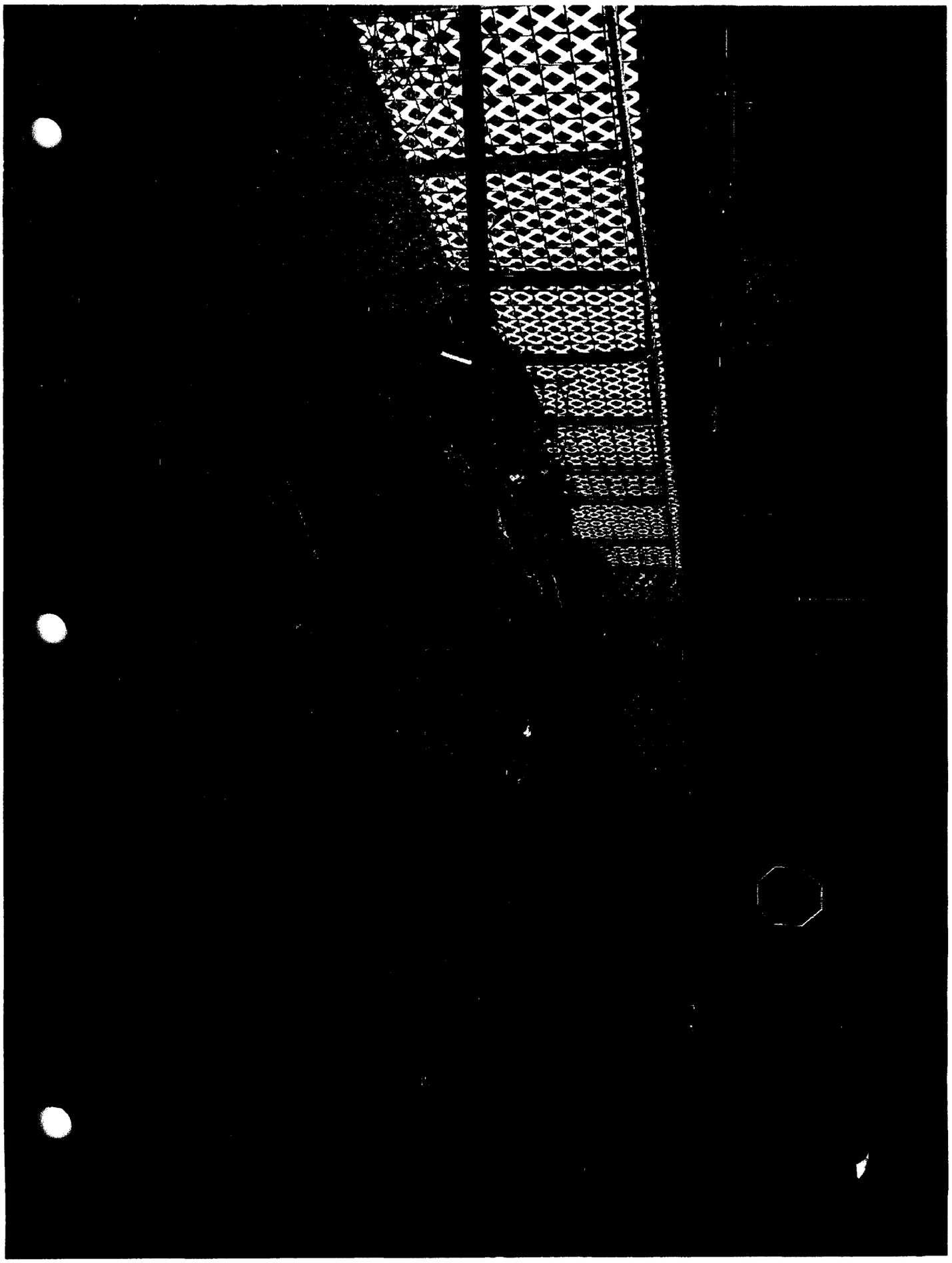
ADMITTED

EXHIBIT

Objector 104

61-13201

11-17-16



OBJ: EX #105

ADMITTED

EXHIBIT

Objector 105

61-13201

OBJ: Ex #106

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO. 61-07751 IN THE NAME OF RICKY HOLDEN	))))	AGREEMENT AND WITHDRAWAL OF PROTEST

The parties to the above titled matter have negotiated a settlement to the above as follows:

1. The protestants agree to withdraw their protests.

2. One domestic well will be drilled supplying not more than 0.075 cfs and not exceeding 13,000 gallons per day for two duplexes (six bedrooms in all).

3. No additional wells will be drilled on the Holden property.

4. Holden will install a flow and volume meter to measure water diverted from the well.

Dated this 23rd day of July, 1999.

Ricky Holden, Applicant

Jacqueline & Bill Madden, Protestants

Marilyn Ramirez, Intervenor

MEMORIALIZED

SEP 9 0 1999

ADMITTED

EXHIBIT

Objector 106

61-13201

11-17-16

DIRECTOR'S REPORT OF DEFERRED DE MINIMIS DOMESTIC AND/OR STOCK WATER USE

Claim No. 61-12301

In Re SRBA
. Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Director
Carter Fritschle, Manager, Adjudication Section

June 4, 2015

DESCRIPTIVE SUMMARY

This is a Director's Report of Deferred De Minimis Domestic and/or Stock Water Use submitted by the Director of the Idaho Department of Water Resources (IDWR).

INTRODUCTION

A Motion for Determination of Deferred De Minimis Domestic and/or Stock Water Use (Motion), as well as a Notice of Claim to Water Right, was submitted to the Court on March 12, 2015, under water right claim no. 61-12301. The claimants, Jackie Weece and Teresa Weece, published notice of the Motion, and the Director has now completed his examination of the water right claim. The examination was conducted by Carter Fritschle, Manager, Adjudication Section on behalf of the Director. The materials used in and results of the examination of the elements of water right claim 61-12301 are discussed below.

DISCUSSION

Priority Date – The joint well use and maintenance agreement between Loree Saunders (prior owner of the claimed place of use) and Ricky and Kimberly Holden was dated May 10, 2001. The well driller's report for the claimed point of diversion lists Rick Holden as the well owner with a September 20, 1999, completion date. The claimed priority date of February 9, 2000, appears to be taken from a Central District Health application for a subsurface sewage disposal system, but the application does not confirm water was being beneficially used on Lot 16, Block 1, Airport Subdivision as of that date. A Central District Health Mortgage Survey Report for Sewage and Water Systems that was authorized on May 13, 2005, indicates the sewage disposal system was inspected on March 13, 2000. Therefore, the date of the sewage disposal system inspection was used for the recommended priority date for this claim.

Point of Diversion – The point of diversion was located in IDWR's Wells spatial data layer. The point of diversion was confirmed to be in T03S, R06E, S33, SENE. IDWR's Point of Diversion spatial data layer for the recommendation was updated to match the location shown for the well. Another water right that utilizes the same point of diversion was found. It is licensed water right 61-7751 in the name of Rick and Kimberly Holden.

Source – The source for water diverted from a well is ground water.

Place of Use – A 2004 aerial photo confirms a structure is located on the East ½ of Lot 16, Block 1, Airport Subdivision. The Elmore County tax lot data indicate Jackie Weece is the owner the property where the structure is located. IDWR's Place of Use spatial data layer for the recommendation was updated to include the structure shown in the aerial photo. No overlapping water rights were found for this place of use.

Purpose of Use and Period of Use – The joint well use and maintenance agreement states the water shall be used for domestic purposes only. Claims for domestic purposes are recommended for year round use if year round use was claimed.

Quantity – The well driller's report shows the well produced 15 gallons per minute during a 2 hour pump test. The amount claimed is 0.04 cfs (18 gallons per minute). The in-office review/examination for licensing 61-7751 includes a theoretical calculated capacity for the system of 0.06 cfs based on the lift in feet from the well driller's report, and the horsepower of the pump. Therefore, this claim can be recommended for the 0.04 cfs claimed with a combined diversion rate limit with 61-7751 of 0.06 cfs.

IDWR has added the appropriate standard conditions to the recommendation, and IDWR's Claim Verification Report has been completed.

Pursuant to Judge Wildman's *Order Granting Motion Governing Procedures in the SRBA for Adjudication of Deferred De Minimis Domestic and Stock Water Claims,* dated June 28 2012, the Director submits this Director's Report of Deferred De Minimis Domestic Water Use, Claim No. 61-12301, which includes the recommendation of deferred de minimis water right no. 61-12301.

Respectfully submitted this 4th day of June, 2015.

CARTER FRITSCHLE
Manager, Adjudication Section

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-12301

NAME AND ADDRESS: TERESA WEECE
4210 SW AVIATION DR
MOUNTAIN HOME ID 83647

JACKIE WEECE
4210 SW AVIATION DR
MOUNTAIN HOME ID 83647

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.040 CFS

Right Nos. 61-7751 and 61-12301 are limited to a total combined diversion rate of 0.06 cfs.

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/13/2000

POINT OF DIVERSION: T03S R06E S33 SENE Within ELMORE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DOMESTIC	01/01 12/31	0.040 CFS

Domestic use is for 1 home.

PLACE OF USE: DOMESTIC in ELMORE County

T03S R06E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right No. 61-7751 is also diverted through point of diversion described above.

Property is also known as East 1/2 Lot 16, Block 1, Airport Subdivision.

Parcel No. RP00004001016A

CERTIFICATE OF SERVICE

I certify that on June 4, 2015, I caused to be served a true and correct copy of this Director's Report of Deferred De Minimis Domestic and/or Stock Water Use, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication 253 Third Avenue North P.O. Box 2707 Twin Falls, ID 83303-2707	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail

2. Copies to:

Chief, Natural Resources Div. Office of the Attorney General P.O. Box 83720 Boise, ID 83720-0010	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail
United States Department of Justice Environment & Natural Resources Div. 550 W. Fort Street MSC 033 Boise, ID 83724	__ Overnight Mail ✓ Regular Mail __ Hand-Delivered __ E-mail
Elmore County Courthouse 150 South 4th East Suite 5 Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
Robert Ward 340 East 2nd North Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
Jackie Weece Teresa Weece 4210 SW Aviation Drive Mountain Home, ID 83647	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail
U.S. Attorney's Office 800 Park Blvd., Ste. 600 Boise, ID 83712	__Overnight Mail ✓Regular Mail __Hand-Delivered __E-mail

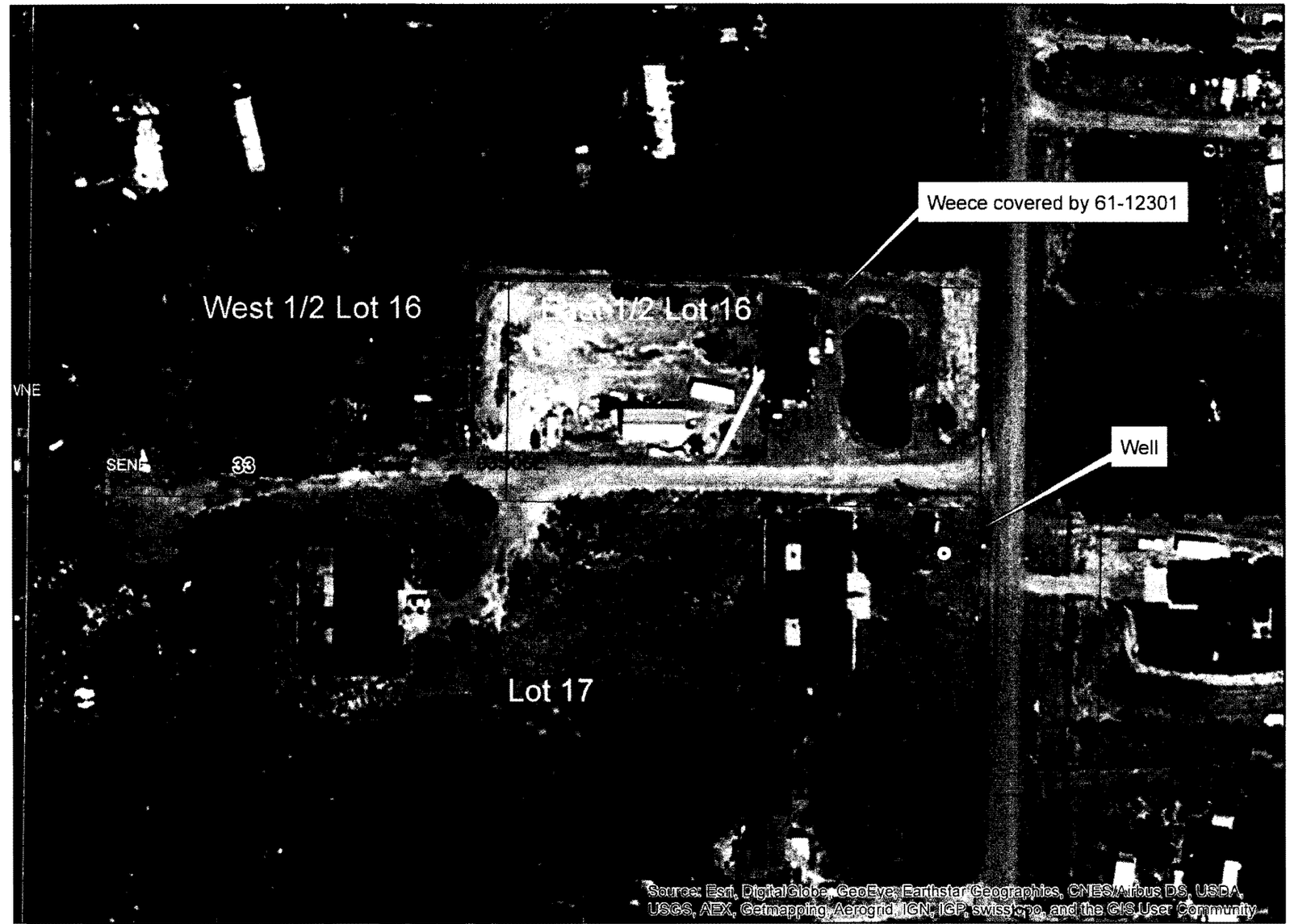
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

__Overnight Mail
X Regular Mail
__Hand-Delivered
__E-mail

Lori Harris
Signature of person delivering form

Director's Report of Deferred De Minimis Domestic and/or Stock Water Use
Claim No. 61-12301

POD and POU for 61-12301



0 80 160 320 Feet

N W E S

ADMITTED EXHIBIT

TDWR 2

61-12301

RECEIVED
AUG 24 2015
DEPARTMENT OF WATER RESOURCES

SRBA Form No. 42-1409-2 (Internet 1/09)

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls, State of Idaho
MAR 12 2015
Clerk
By
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 61-12301
Date Received: 8-24-15
Receipt No: 0100915
Received By: dj

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s) Jackie and Teresa Weece Phone (208) 591-0576

   Mailing Address 4210 SW Aviation Drive (Street or Box) Mtn Home (City) ID (State) Zip 83,647

2. Date of Priority: (Only one per claim) 02/09/2000 (Month/Day/Year (YYYY))

3. Source of water supply (Check one) Ground Water [✓] or Other [ ] (a) _____

   which is tributary to (b) _____

4. Location of Point of Diversion is: Township 3S, Range 6E, Section 33,

   SE 1/4 of NE 1/4, or Govt. Lot _____ BM., County of Elmore;

   Parcel (PIN) no. RP 000040010170A

   Additional points of diversion if any: _____

   If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
   8" well with 5hp pump at depth of 550'

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

   For Domestic purposes from 1/1 (Month/Day) to 12/31 (Month/Day) amount 0.04 cfs[✓] or AFY[ ]

   For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.04 cfs [✓] or AFY [ ]

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership; Stockwater and Number of livestock) domestic, 1 household

EXHIBIT
ADMITTED
IDWR 3
61-12301
11-17-16

9. Location of Place of Use is: Township 3S, Range 6E, Section 33,
SE 1/4 of NE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. RP 00004001016AA
If different than shown in Item 4

for (Check One) **Domestic** (✓) **Stock** ( ) **Domestic and Stock** ( )

Additional places of use, if any _____

10. In which county (ies) are lands listed above as place of use located? Elmore

11. Do you own the property listed above as place of use? Yes (✓) No ( )
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

None (✓) _____

13. Remarks:
See Attachment and Joint Well Use Agreement

14. Basis of Claim (Check One) Beneficial Use (✓) Posted Notice ( ) License ( ) Permit ( ) Decree ( )

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ___ wish to receive do not _✓_ and pay a small annual fee for monthly copies of the docket sheet

Number of attachments: 1

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.
Signature of Claimant (s) Jackie G. Weece Date: 3/10/2015
Teresa D. Weece Date: 3-10-2015

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am
_____ of _____,
Title Organization
that I have signed the foregoing document in the space below as
_____ of _____
Title Organization
And that the statements contained in the forgoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:
Notice is hereby given that I, Robert Ward, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Robert Ward Date 3/10/15

Address Hall, Friedly & Ward 340 East 2nd North, Mountain Home, ID 83647

Last Name Weece Identification No. _____

ATTACHMENT

Requested use is for 1/2 acre of lawn and one house owned by Jackie and Teresa Weece located on the East ½ of Lot 16, Block 1, Airport Subdivision. The well is located on Lot 17, Block 1, Airport Subdivision owned by Ricky Holden and is shared pursuant to a joint well use agreement which is enclosed.

Weece

Water Resources

JOINT WELL USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between
and Ricky C. Holden and Kimberly M. Holden, husband and wife

owners of tracts of land described as: the E1/2 of Lot 16, Block 1, Airport Subdivision

Central District Health

AND Loree M. Saunders

owners of tract of land described as:
The well is located in the E1/2 of Lot 17, Block 1, Airport Subdivision

RECEIVED
MAY 13 2014
WATER RESOURCES
WESTERN REGION

At the present time a domestic well is located upon said tract as "Exhibit B" and it is the purpose of this agreement to provide for and the joint ownership, use and maintenance of said wells or any other wells which the parties hereto might hereafter decide to provide for joint use.

IT IS THEREFORE HEREBY AGREED between parties hereto as follows:

1. That each party hereto conveys to the other a sufficient interest so that each party shall own an interest in the wells, in the pumping equipment located therein or thereon, the well house and in the water produced by said wells, which said water shall be used for domestic purposes.

2. For the purpose of conveying water from either of said wells or any other wells hereafter provided, each party shall be solely responsible for the installation and maintenance of underground water lines from said wells to their respective property.

3. All expenses for electrical power and maintenance of the pump and motor in each wells, or for replacement of the same, shall be paid by the parties hereto in equal prorations, payable in monthly installments and within ten days from the due date for payment of such expenses. In addition each party (parties) name herein shall pay 25.00 per month to be deposited in a reserve account in such bank as the parties hereto shall select which funds shall shall be used for future replacement or repair of pumping equipment, and deposited in the name of the "owners of Exhibit B" and funds may be withdrawn from said fund upon checks signed by any two members of the joint venture.

4. For the purpose of installing and maintaining underground waterlines from the wells to the respective residence of each party, each party gives to the other an easement over their respective tracts, which easement shall be 10 feet wide and the centerline of said easement shall be the underground line first installed for the purpose of conveying water from said wells to the respective tract owned by each party to this agreement.

5. Water shall be used for domestic purposes only, and to irrigate any yard (with shallow well only) and each party shall use said water in an economical manner and shall not waste the same. For a charge of $75.00 monthly)

6. Controlling interest shall stay with the owners of "Exhibit B" (wells location), Each of the parties hereto shall have an equal say in any decisions concerning the maintenance, operation, repair and replacement or additions to the well or wells, pumps, or motors, pump houses, if any, and other equipment. In the event of disagreement, the decision of the majority shall prevail.

7. If any party fails or refuses to pay their share of electrical and maintenance expenses or fails to pay the monthly charge for the reserve account or otherwise fails to comply with the terms of this agreement, then the other parties shall have the right to disconnect the nonpaying or noncomplying parties' water service, after first giving such party 30 days advance notice in writing, and the defaulting parties' connection to said water system shall not be reconnected until all delinquent payments have been made, including payment for the expense, if any, of disconnecting and reconnecting the water hookup, and reasonable attorney's fees, if any are incurred.

Weece

8. The right of each party to the ownership of the wells, pump, motor and other equipment and to the water produced by said wells shall be appurtenant to the real propert med by each respective party and t covenants and agreements herein ntained shall run with the land and nall extend to and be binding upon the heirs, personal representatives and assigns of the respective parties hereto. In the event any of the parties hereto shall hereafter sell their residence which is receiving water under the provisions of this agreement, then such parties shall have the right to assign and transfer buyer all of their rights under this agreement, insofar as the buyer of the e shall be subject to all of the duties and obligations of the seller as set orth under the provisions of this agreement.

9. The provisions of this agreement shall be binding upon inure to the benefits of the heirs, personal representatives and assigns of each respective party hereto.

DATED THIS 10th DAY OF May 2001

Loree M. Saunders

Ricky C. Holden

Kimberly M. Holden

STATE OF IDAHO

County of

On this day personally appeared before me the undersigned, a Notary Public in and for State, personally appeared Loree M Saunders, Ricky C Holden and Kimberly M Holden known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that THEY executed the same

Signature: Judith M Allred

Name: JUDITH M ALLRED

Residing: MTN HOME

Commission Expires: 05-22-06

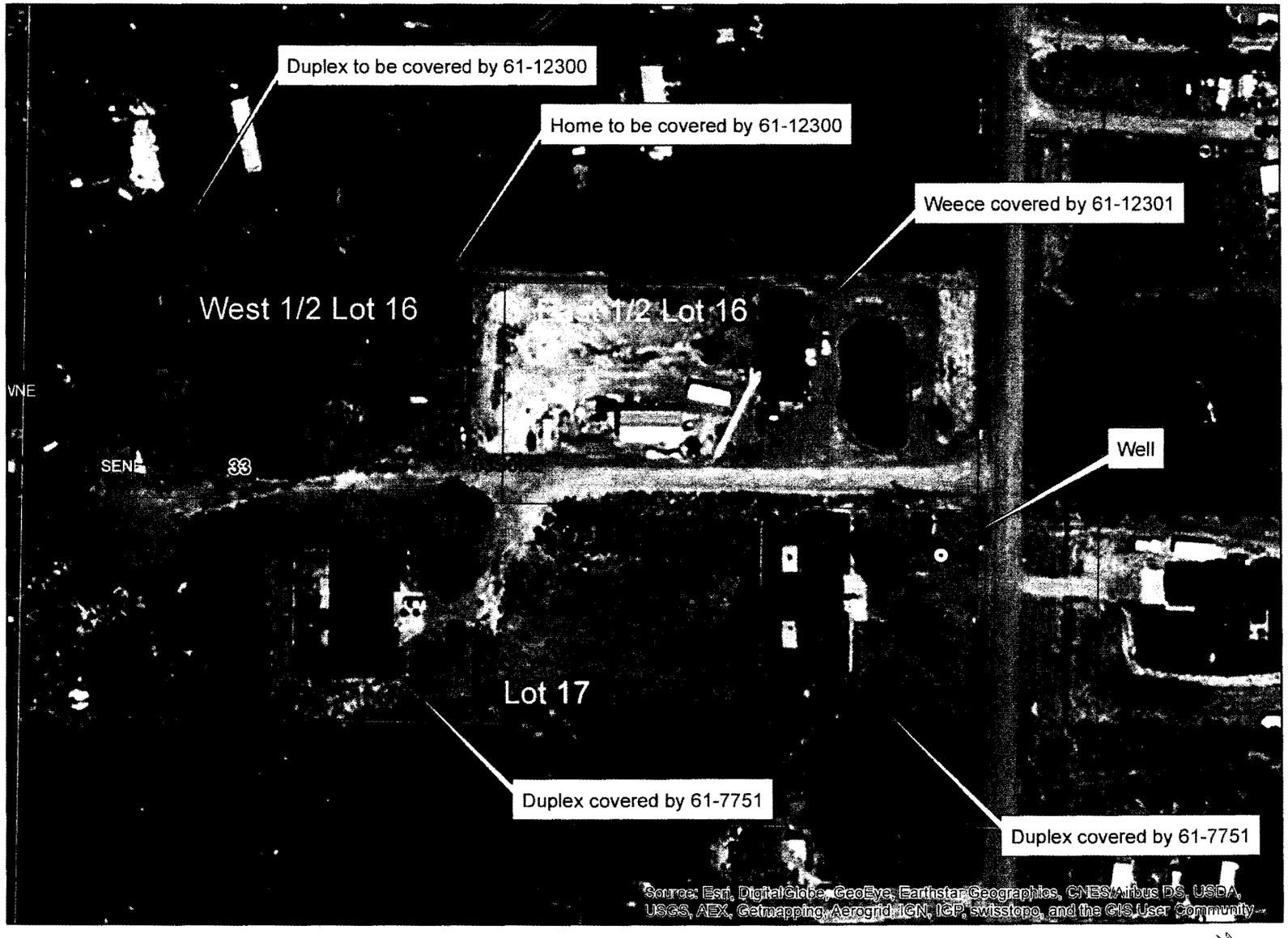
JUDITH M. ALLRED NOTARY PUBLIC STATE OF IDAHO

328478

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.
Time 4:20 PM
Date May 15 2001
GAIL L. BEST, Recorder
By Shelly M. Lyc
Fee $6.00 Deputy

Weece

POD and POU for 61-7751, 61-12300 and 61-12301



0 80 160 320 Feet

EXHIBIT

ADMITTED IDWR 4
61-12301

N W E S

This is the property of J. Weece

This House was probably the second structure attached to the only well.
The well is located on E½ of Lot 17.
My property is the East ½ of Lot 16.

All other structures are rental properties.
My family is the only permanent residents.

Today's Date 5/23/2014

This Structure was moved onto this property sometime in 1999. This is a manufactured home. The Holden's applied for and received real property status in April 2000.

FEB-07-1900 01:14 P.01

DISTRICT HEALTH DEPARTMENT

Environmental Health Divi

Ada & Boise County
707 N. Armstrong Pl.
Boise, ID 83704-0825
Ph. 327-7499

Elmore County
520 E. 8th North
Mountain Home, ID
83647, Ph 587-3225

Valley County
703 N. 1st
P.O. Box 1448
McCall, ID 83638
Ph. 634-7194

280857
Date 2-9-09 Received By RK

This application is for a: ☒ New ☐ Replacement* ☒ Residential ☐ Commercial ☐ Community
* If Replacement, year house built _____

Is Central Sewer Service within 1,000 feet of dwelling? ☐ Yes ☒ No

Owner/Applicant's Name: RICKY C. HOLDEN				Home Phone: 587-0609	Work Phone: 828-2530
CURRENT MAILING	Street Address: 670 S 36TH W		City: MT HOME	State: ID	Zip Code: 83647
PROPERTY ADDRESS	Street Address: 1145 S 36TH W		City: MT HOME	State: ID	Zip Code: 83647
LEGAL DESCRIPTION OF PROPERTY	1/4: SE	1/4: NE	Section: 33	Township: 3 SOUTH	Range: 6 EAST
	Lot: 16	Block: 1	Subdivision: AIRPORT		

Note: Be sure your legal description is accurate - an inaccurate legal description may result in rejection of your application

Type of Dwelling: ☒ Crawl Space ☐ Split Level ☐ Basement ☐ Other _____

Lot Size (Acres): 2 ACRES | Number of Bedrooms: 4 | Water Supply: ☐ Public ☒ Private Well ☐ Other

DIRECTIONS TO PROPERTY: GO DOWN AIRBASE RD TOWARDS BASE TAKE LEFT ON 36TH STREET TOWARDS THE END OF STREET ON RIGHT.

RE: INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM (Refer to 01.3002 - 01.3013 State Sewage Regulations)

The system will be installed in accordance with "*Title 1, Chapter 3, "Individual / Subsurface Sewage Disposal Rules*", DEQ, IDHW.
Any building site may require an individual determination of soil absorption capability (Testhole)
Is a check for the proper amount enclosed?

I hereby certify that all information contained in this application is accurate and complete and authorize the health authority access to this property to determine if a sewage system can be installed and to observe the installation of any system that may be permitted.

Applicant/Agent Signature: [signature] Date: 8 FEB 09

Address (if not above): Phone: 208-587-0609

APPLICANT IDENTIFIED AS: ☒ LANDOWNER ☐ CONTRACTOR ☐ LICENSED INSTALLER

HAVE YOU SUBMITTED A PLOT PLAN?
SEE REVERSE SIDE FOR INSTRUCTIONS ON DRAWING THE PLOT PLAN

STAFF FIELD NOTES OF SITE INVESTIGATION

04	2100	68	25	25

2-10-00 THINP 1250 ~~1500~~ max depth 3 ft

TP
Completed C-1 C-2 to 4 ft

3.3'x93' bed
or
15'x75' bed w/18" DR under pop

Well

House P.

TH

Neighbors well

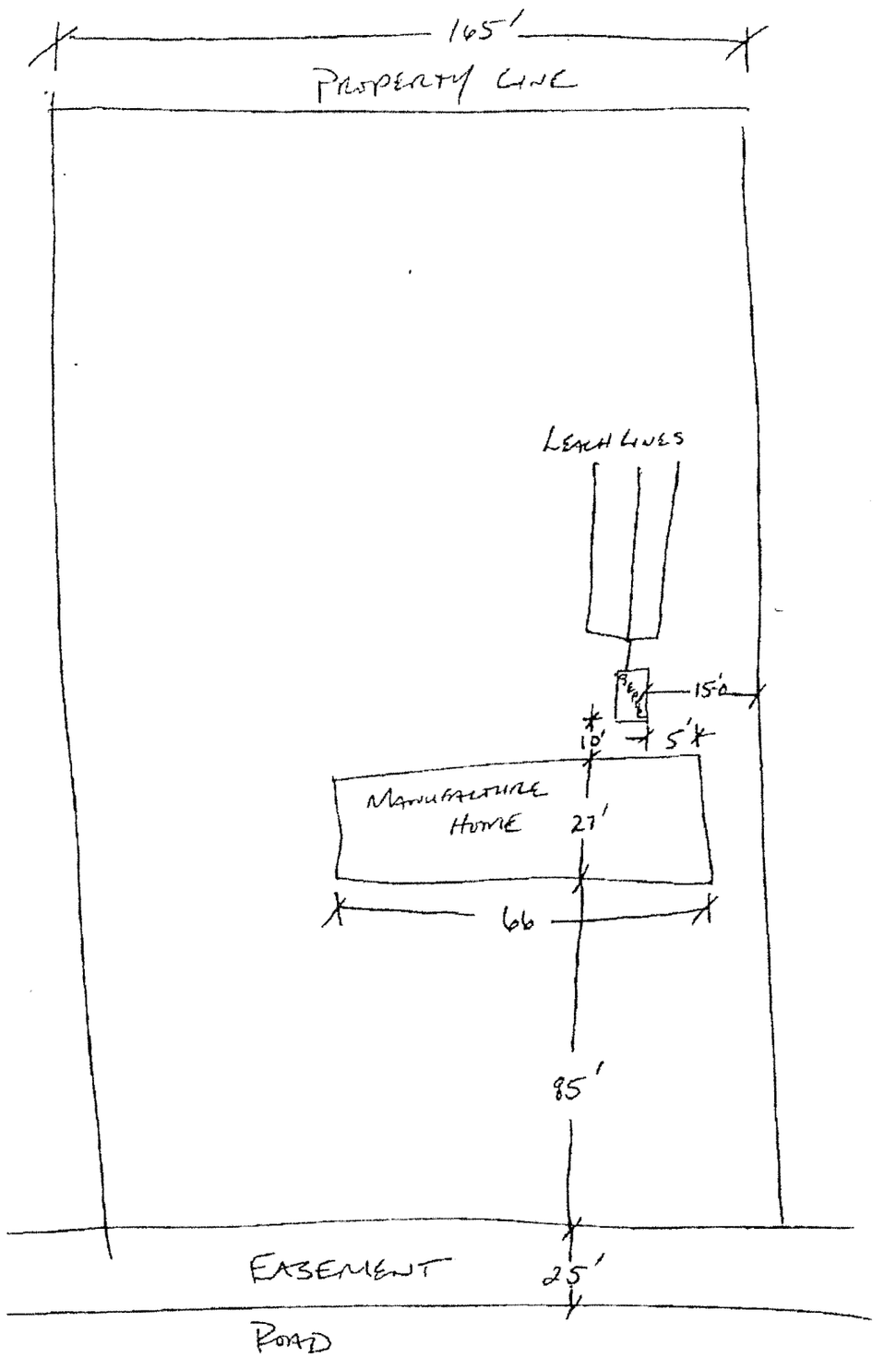
Need to know well & neighbors well

746.48
.6 | 746.48
43
x 62
86
258
2666
x 2.8
21328
5332
746.48

THIS APPLICATION IS VALID FOR ONE YEAR FROM SUBMITTAL DATE

2-13-00 - 1022am - left message for RH
told him I need to know well locations SD
2-14-00 - 10:11A - called RH left message SD

TOTAL P.01



Rick Holden 587-0609

CENTRAL DISTRICT HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

MORTGAGE SURVEY REPORT FOR SEWAGE & WATER SYSTEMS

CENTRAL DISTRICT HEALTH DEPARTMENT

Ada County	Boise County	Elmore County	Valley County
707 N. Armstrong Pl.	707 N. Armstrong Pl.	520 E. 8th St. North	703 N. 1st Street
Boise, ID 83704-0825	Boise, ID 83704-0825	Mountain Home, ID	P.O. Box 1448
Tel. 327-7499	Tel. 327-7499	83647 Tel. 587-9225	McCall, ID 83638
			Tel. 634-7194

FOR OFFICE USE ONLY	
Parcel I.D # 47174	
Fee 180.25	Receipt No. 26245
Fee	Receipt No
Fee	Receipt No
☐ Will Call ☐ Mail Out ☐ Hold Resample	
☐ WELL ONLY ☒ WELL-SEPTIC ☐ SEPTIC ONLY	

Act.	EHS	Date	Travel Time / Insp. Time
04	40005	5-17-05	20/30

APPLICATION

Applicant's Name	Applicant's Address Street City	Zip Code	Appl's Day Ph. #
Jack Weece	P.O. Box 103 Grandview	83647	587-5776

Address of Property Street City Zip Code	Legal Description of Property
1085 S. 36th W. Mountain Home 83647	East 1/2 of Lot 16, Block 1, Airport Sub

Location: ☐ Inside City ☑ In County ☐ Within Impact Zone

	Yes	No
Well head is visible & accessible	☑	☐
The well is on the property	☐	☑
The house is currently occupied	☐	☑
Will dogs be restrained	☑ N/A	☐
Has sewage system failed, been replaced or repaired in the last 12 months	☐	☑
The septic system is functioning properly	☑	☐
The septic system has been pumped within the last 3 years	☐	☑

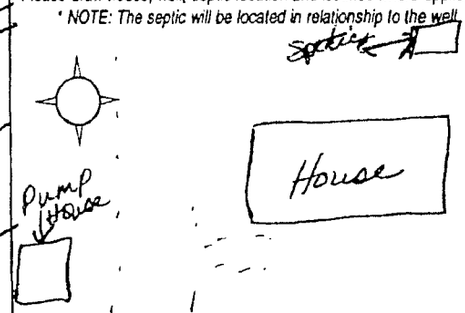
If yes, when was it pumped _____

Year home was built _____

PLOT PLAN FOR PROPERTY

Please draw house, well, septic location and lot lines where applicable.

* NOTE: The septic will be located in relationship to the well.



PARCEL # RP0000400101 6AA

DIRECTIONS TO PROPERTY

N W E S

E. on Airbase Road
S. on S 36th W.

I hereby authorize the health authority to have access to this property for the purpose of making a survey and certify that all the above information is accurate.

Applicant/Agent's Signature: x Robin Hawks 1st Class Real Estate agent Date 5-13-05

REFUND POLICY: Requests for refunds must be made within one year of date of payment. Refunds will be made for the amount of fee received less the cost of staff time spent on the application up to the date of request for refund. If the cost of staff time exceeds the amount of fee paid, no refund will be made.

SURVEY RESULTS

N 43° 07.420'
W 115° 44.387'

1. Our survey indicates the water supply is:

☐ Public _____ ☐ Individual Well ☑ Community Well _____ ☑ Other shared well

a. Well is located #132 feet from the SE corner of the house foundation.

b. The well casing is 4 inches ☒ above ☐ below ☒ grade ☐ floor ☐ in pit ☐ buried well

c. Water sample collected on 5-17-05 and tested for Intestinal bacteria. 5/17/05 Resample Date _____

d. Intestinal bacteria ☐ were ☒ were not found in the water sample.

e. ☒ Well head appears to be acceptable. ☐ Well head is not acceptable.

f. Field sample results for Nitrate 0.00 mg/l (EPA Maximum Contaminate Level (MCL) is 10 mg/l)
Sample Date: 5-17-05

g. Field sample results for Nitrite 0.00 mg/l (EPA Maximum Contaminate Level (MCL) is 1.0 mg/l)
Sample Date: 5-17-05

2. Our survey indicates the sewage system is:

☐ Public _____ ☐ Private Ind. ☐ Community _____ ☐ Other _____

a. Sewage disposal system permit issued by Health Authority on 2-10-2000 and inspected/~~accepted~~ on 3-13-2000

b. Sewage disposal is 100+ feet from the well and appears to be located on the rear of the house.

c. Visual evidence of malfunction ☐ was ☒ was not present when surveyed on 5-17-05 (House currently not occupied)

Comments or Special Instructions (NOTE: This survey does not guarantee trouble-free operation of the sewage disposal or water system.)

Normal visual signs of sewage system malfunction not normally seen when house vacant for any length of time

EHS signature Marty Jones EHS Date 5-23-04

Received by: _____ Date ___/___/___

CDHD 9/03 lkc

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE SRBA, CASE NO. 39576 SUBCASE NO: 61-12301 Order of Partial Decree	)	
RICKEY C. HOLDEN and KIMBERLY M. HOLDEN,	)	
Appellants,	)	**Supreme Court No. 44944-2017**
v.	)	**CLERK'S CERTIFICATE**
JACKIE WEECE and TERESA WEECE ,	)	
Claimants-Respondents.	)	

I, Julie Murphy, Deputy Clerk of the Court, Snake River Basin Adjudication District Court of the Fifth Judicial District, State of Idaho, in and for the County of Twin Falls, hereby certify that the foregoing *Clerk's Record on Appeal* was compiled under my direction and is a true, correct and complete record of the pleadings and documents required by Idaho Appellate Rule 28, and documents requested in the *Notice of Appeal* filed on March 20, 2017.

Signed and sealed this 25th day of April, 2017.

JULIE MURPHY
Deputy Clerk of the Court
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE SRBA, CASE NO. 39576 SUBCASE NO: 61-12301 Order of Partial Decree	
RICKEY C. HOLDEN and KIMBERLY M. HOLDEN,	
Appellants,	**Supreme Court No. 44944-2017**
v.	**CLERK'S CERTIFICATE OF SERVICE**
JACKIE WEECE and TERESA WEECE ,	
Claimants-Respondents.	

I, Julie Murphy, Deputy Clerk of the Court, Snake River Basin Adjudication District Court of the Fifth Judicial District, State of Idaho, in and for the County of Twin Falls, hereby certify that a true and correct copy of the ***Clerk's Record on Appeal*** was served this day on the following parties:

Thomas J. Katsilometes
THOMAS J. KATSILOMETES PLLC
PO Box 777
Boise, ID 83701

Robert W. Ward
WARD HALL FRIEDLY & WARD
340 E. 2nd North
Mountain Home, ID 83647

Signed and sealed this 25th day of April, 2017.

JULIE MURPHY
Deputy Clerk of the Court
Snake River Basin Adjudication